

Goldapple Agency

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Article 1 Definitions

In these terms and conditions, offers and agreements of **Goldapple Agency** the following definitions apply:

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 whose delivery has been agreed with the client in the agreement. This includes, among other things: the services and advice regarding marketing, communication and public relations.

Article 2 Applicability

1. These terms and conditions apply to all oral or written offers, orders and agreements of **Goldapple Agency**, insofar as the parties have not expressly deviated from them in writing.
2. 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 a presentation of **Goldapple Agency**, also including offers in the form of oral offers and communications, are always without obligation and have a validity period of 3 days unless expressly stated otherwise.
2. A fixed amount of €250 will be charged per presentation. This amount must be paid in any case when the making of this presentation has been agreed upon.
3. If the investment proposal with presentation/quotation consists of several parts, **Goldapple Agency** is not obliged to provide part of the offer for a corresponding part of the price.

Article 4 Agreement

1. An agreement is only concluded after **Goldapple Agency** has received the full order confirmation signed for approval by the client, whereby the order confirmation is deemed to represent the agreement correctly and completely.
2. If the client believes that the agreement has not been correctly presented, he must notify this within three working days by e-mail.
3. No order confirmation will be sent for agreements that are minor by their nature and size and the invoice also serves as the order confirmation.
4. All **social media management packages** have a fixed period of 1 year. Can be cancelled annually. This contract is tacitly renewed without further notice.
5. For all other services and/or products of **Goldapple Agency**, the agreement is entered into for an indefinite period, unless the parties have expressly agreed otherwise in writing.
6. The client is exclusively represented by **Goldapple Agency**.
7. If a delivery date has been agreed upon, **Goldapple Agency** cannot be held liable for direct or indirect damage if that date is exceeded, unless this has been expressly stipulated when agreeing and has been laid down in writing.
8. For proper and full compliance with the agreement, **Goldapple Agency** is entitled to have certain activities 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 as much as possible in advance and will in any case exercise due care when selecting third parties. **Goldapple Agency** is not liable for the shortcomings of these third parties engaged.
9. If it appears during the execution of the agreement that it is necessary for the proper execution of the agreement to change or supplement the agreement, **Goldapple Agency** will inform these changes and additions and any associated financial consequences in writing, or by e-mail. confirm email.

Article 5 Termination

1. In the event of premature termination by the client, **Goldapple Agency** is entitled to payment for the work performed up to that point, unless the termination is the result of facts and circumstances that are attributable to **Goldapple Agency**.
2. If applicable, **Goldapple Agency** is entitled to put the provisional results of its activities on hold until full payment has been made by the client for the activities performed up to the termination, unless the client has provided security for this. This may be the case, for example, with printed matter and the delivery of an internet site.
3. Unless agreed upon otherwise, a notice period of 2 months applies.

Article 6 Fee

1. **Goldapple Agency** offers and invoices its work on the basis of an agreed-upon amount per project/service unless the parties have expressly agreed otherwise in writing.
2. If the expected duration of the work is longer than one month and/or the invoice amount quoted is higher than € 500 (excl. 21% VAT), **Goldapple Agency** is entitled to demand payment in instalments.
3. If applicable, travel time, travel costs and accommodation costs will be charged.
4. 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 sub g, to adjust the final invoice amount on the basis of a subsequent calculation to be submitted.
5. Offered amounts are stated in legal Dutch tender and are always exclusive of 21% VAT.
6. If there is an international concept that is being rolled out in several countries, **Goldapple Agency** will be entitled to charge a concept fee.
7. If the client declares bankruptcy and starts a new business with outstanding debt, it owes the contractor €25,000,-.

Article 7 Intellectual property rights

1. Oral or written ideas and elaborations thereof presented 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 the delivered goods in whole or in part in any other way, to make them available to third parties or to transfer them.
2. **Goldapple Agency** is entitled but never obliged, to state its logo, name, address and website information on the goods delivered to the client, credits and/or website.
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 enjoys copyright protection, a claim for damages will arise in the event of infringement, the amount of which will be at least three times the amount for the offered performance.
5. The client guarantees that no rights of third parties preclude the provision to **Goldapple Agency** of equipment, software, material intended for publication and websites (visual material, video, photos, text, music, domain names, logos, etc.), data files, or other materials, including design material, for the purpose of use, adaptation, installation or incorporation (e.g., in a website). The client shall indemnify **Goldapple Agency** against any action based on the allegation that such making available, using, editing, installing or incorporating it infringes any right of third parties.

Article 8 Confidentiality

1. Parties, including third parties engaged, are obliged to maintain the confidentiality of the confidential information, account details, 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 Obligations of 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.
2. **Goldapple Agency** is engaged for the promised end result, however, the customer does not provide the right to obtain original designs; ideas; templates and programs, in any form whatsoever.

Article 10 Liability

1. A best-efforts obligation applies to every assignment accepted by the contractor. The Contractor can never be held liable for results not achieved. The Contractor is only liable for shortcomings in the execution of the assignment that are the result of carelessness and incompetence in the provision of advice and the execution of assignments.
2. If the contractor is liable for direct damage, then that Liability is limited to a maximum of the invoice amount.
3. Notwithstanding the provisions 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 fee part owed over the last three months.
4. Under no circumstances can a claim be made for compensation for damage caused by loss of income from the client (in any way whatsoever), damage caused by publications by third parties in the media or indirect and consequential damage.
5. The client can invoke a shortcoming in the execution of the assignment if this has been made known in writing by the client within 2 weeks after completion of the assignment.

Article 11 Invoices and complaints

1. Invoices from **Goldapple Agency** state the fee, the work it has performed, any travel hours, travel and accommodation costs and, if applicable, costs of third parties engaged and the payment term.
2. Complaints about the work performed must be reported by the client to **Goldapple Agency** in writing within 3 working days after discovery, but no later than within 3 days after the invoice date, and preferably as detailed as possible.
3. If the complaint is justified, **Goldapple Agency** will do everything possible to resolve the complaint, however without the client being able to assert any right to compensation, direct or indirect, on that basis.
4. The submission of complaints does not suspend the other payment obligations of the client.

Article 12 Payment

1. Payments must be made in advance of the order with a payment term of 14 days after receipt of the invoice, without discount or settlement, in legal Dutch payment 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 meet his payment obligations within the payment term, he is legally in default. 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 current 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, block access to the website as long as payment has not been made;
 - 2) to hand over the claim. In which case, in addition to the amount owed, including the interest referred to in this article, the client is also obliged to pay the collection costs, the amount of which is determined at 15% of the total amount owed.

Article 13 Force majeure

1. In the event of force majeure, the client can never hold **Goldapple Agency** accountable for its obligations. Force majeure is, among other things, the case if **Goldapple Agency** is unable to fulfil its obligations due to war or danger of war, riot, war, fire, water damage, frost, flood, earthquake, strike, company occupation, exclusion, government measures, equipment defects, failure in the delivery of energy, breakdowns in communicative links including telecommunications links. All external causes that were not reasonably foreseeable and as a result of which **Goldapple Agency** is unable to fulfil its obligations towards the client. This includes, but is not limited to, failures in the connection to the Internet, failures in the telecommunications infrastructure and failures in networks.
2. If **Goldapple Agency** is unable to fulfil its obligations towards the client due to force majeure, the fulfilment of those obligations will be suspended for the duration of the force majeure situation.
3. **Goldapple Agency** will inform the client without delay, stating the cause, nature, 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 Applicable law and Disputes

1. Dutch law applies to the legal relationship between the parties.
2. Any disputes that cannot be resolved amicably will be settled exclusively by the competent Dutch court.