

## *GENERAL TERMS AND CONDITIONS*

These are the General Terms and Conditions for LivingRoomCraftz, based Noordeinde 9b, 2611 KE, Delft.

These terms and conditions shall apply to all activities, quotes, offers and agreements done by or on behalf of LivingRoomCraftZ.

The Client is the one who supplies the Assignment. In case of two or multiple Clients, both/all are accountable for the fulfillment which it has been agreed with LivingRoomCraftZ. This includes compensation, honorarium, costs, VAT, collection costs, interest, invoices and similar (independent of which name is on the invoice). All this applies unless otherwise agreed in writing.

The client accepts the applicability of these terms and conditions by entering into an agreement with LivingRoomCraftZ.

### **1. PROPOSALS AND DEALS**

1.1 All proposals and deals of LivingRoomCraftZ are valid for 15 days after quotation date, unless a different period is mentioned in the offer.

1.2 Unless otherwise agreed, all offers are non-binding.

### **2. AGREEMENT**

2.1 The agreement will be formed by these Terms and Conditions along with the order confirmation and/or other agreements in writing. This will be distributed by e-mail or post.

2.2 In the case of a verbal agreement it will be legally binding.

2.3 LivingRoomCraftZ will send these Terms and Conditions to the Client within 5 days.

### **3. PAYMENT**

- 3.1 The Client receives, as agreed in writing, an invoice. On the invoice the actual worked hours and any potential Client/Project related additional costs are mentioned. Objections against the total amount of the submitted invoice, does not suspend the payment obligation of the Client.
- 3.2 The invoice should be paid within 14 days after issuing unless there is another term indicated on the invoice.
- 3.3 The Client who is not paying on time is in default by operation of law. LivingRoomCraftZ will be entitled to dissolve the agreement or to demand full compliance.

### **4. EXECUTION OF THE ASSIGNMENT**

- 4.1 The activities will be executed by LivingRoomCraftZ. In order to do so successfully, LivingRoomCraftZ relies on complete information provided by the Client. LivingRoomCraftZ determines how the Assignment will be executed, but will keep in account all the requirements indicated by the Client.
- 4.2 The Client ensures to inform LivingRoomCraftZ of all changes of facts or conditions relating to the activities executed on behalf of the client.
- 4.3 LivingRoomCraftZ determines which employee the Assignment will be executed by if the assignment requires this specifically.
- 4.4 In case of any delay in the execution of the assignment (4.2) due to clients lack of information distribution or provision of information in a timely fashion, all costs such as

travel costs, accommodation costs or any additional extra costs are subject to the expense of the client and will be invoiced by LivingRoomCraftZ.

- 4.5 All activities executed by LivingRoomCraftZ are accomplished to LivingRoomCraftZ best knowledge, ability and expertise.
- 4.6 The Client will ensure LivingRoomCraftZ will possess all data in time to execute the Assignment successfully and timely. (4.2 / 4.4)
- 4.7 For services, activities and tools created and/or executed by LivingRoomCraftZ utilizing Open Source technology, the rights of these services, activities and tools remain with LivingRoomCraftZ until the the client has fulfilled the entire invoice.

## **5. SUSPENSION AND TERMINATION**

5.1 LivingRoomCraftZ can dissolve the contract if:

- The Client doesn't fulfill his obligations entirely, timely or at all.
- Due to delay on clients side LivingRoomCraftZ can not be held responsible to fulfill the agreement at the agreed conditions.

5.2 The Client can prematurely terminate the Assignment, but needs to handle a notice period of 1 month with assignments with a duration of 2 months or longer or 2 weeks of assignments of lesser than 2 months period.

LivingRoomCraftZ needs to be informed in writing. Over the aforementioned notice period the Client is obliged to pay LivingRoomCraftZ the agreed compensation, regardless of LivingRoomCraftZ had done less or no activities during this notice period.

5.3 In the case of a bankruptcy of one of the parties, the other party has the right to end the Assignment without taking in account of the period of termination.

## **6. CONFIDENTIALLY AND PRIVACY**

6.1 Both parties are required to maintain the concealment off all confidential information. Information is confidential if this is required and communicated by one party to the other or if this results from the nature of the information.

6.2 LivingRoomCraftZ operates in compliance with the General Data Protection Regulation (GDPR) and is keeping this in mind when processing the (personal) data of the Client. There are no (personal) data shared with third parties unless:

- \* LivingRoomCraftZ has the legal duty to share the (personal) data
- \* LivingRoomCraftZ has the written permission by the Client.

## **7. INTELLECTUAL PROPERTY**

7.1 LivingRoomCraftZ reserves all rights of intellectual property concerning products and/or ways of services, tools and/or developments in the context of the Assignment. At no or delayed payments made towards the aforementioned, the intellectual property remains owned by LivingRoomCraftZ.

7.2 In case LivingroomCraftZ works via third parties the intellectual property remains owned by the Client.

7.3 The Client is expressly prohibited to multiply, reveal or to publish products, including work methods, advises,

contracts or other intellectual properties of LivingRoomCraftZ whether or not in cooperation with third parties and can only be obtained by written approval from LivingRoomCraftZ.

7.4 The Client will not make other use of the products, methods, advises, contracts and other intellectual properties of LivingRoomCraftZ than for the purpose which the Assignment can be brought to a successful conclusion.

## **8. LIABILITY**

8.1 In case of an attributable damage LivingRoomCraftZ will only be liable for direct damage.

Indirect damages such as consequential loss, missed profit, business stagnation or other business damages LivingRoomCraftZ can never be held accountable for.

8.2 LivingRoomCraftZ will never be liable for damages or loss of stored documents or data of the Client or any third parties involved.

8.3 LivingRoomCraftZ will never be liable for damage or destruction during transportation or during shipment via post or courier.

8.4 For damage due to the Client not on time or proper compliance, referred in article 4 point 2 LivingRoomCraftZ cannot be held liable for.

8.5 For damage due to third parties incomplete and/or wrong information LivingRoomCraftZ cannot be held liable for.

## **9. COMPLAINTS**

9.1 LivingRoomCraftZ attaches utmost importance to the successful implementation of the Agreement. If the Client has a complaint or a point of improvement, the Client can submit a written statement to LivingRoomCraftZ officially by sending it to the office address: Noordeinde 9b, 2611 KE, Delft or by e-mail ([info@livingroomcraftz.com](mailto:info@livingroomcraftz.com)) LivingRoomCraftZ will evaluate the complaint thoroughly and will investigate to find an appropriate solution and improvement to the Clients' satisfaction. No rights apply to the submitted complaint or point of improvement.

## **10. APPLICABLE LAW AND DISPUTES**

10.1 All Agreements of which these general Terms and Conditions are based upon, in whole or in part, are governed by Dutch law, jurisdiction Court of The Hague.

10.2 All potential disputes between LivingRoomCraftZ and a foreign-based Client, will be decided by the Dutch court, with the jurisdiction over the area in which LivingRoomCraftZ is established.