

TERMS AND CONDITIONS

Registered under no. 34291290 at the Chamber of Commerce in Amsterdam.

Article 1.

These Terms and Conditions shall apply to all proposals and quotations made by Prezenter Europe, hereinafter called Prezenter, to all agreements concluded with Prezenter and to all assignments granted to Prezenter.

Any applicability of terms and conditions of the other party, hereinafter called 'client' is explicitly excluded hereby. Any deviation from these terms and conditions shall be agreed upon in writing.

Article 2.

Proposals and quotations of Prezenter are free of obligation.

Quotations are valid for two months from the date of issuance thereof.

Article 3.

All offers by or on behalf of Prezenter will be made in writing. The legal relationship between Prezenter and the Client will not exist until the quotation or offer has been accepted by the Client, explicitly and in writing, or when the Client has received confirmation of the assignment, in writing, from Prezenter.

2. Unless explicitly agreed otherwise, the offers made by Prezenter will be valid for two months.

Article 4.

After the conclusion of the agreement either party is entitled to terminate the agreement - subject to two months' notice - by means of a written notification to the contract partner by registered mail.

Article 5.

In the event of termination of an agreement as referred to in article 4 the client shall be due to Prezenter, besides the calculated cost of developed tools and products, and any services already rendered, the cost equivalent to the reserved time, for the duration of two months after the date of notification of termination of the agreement. The costs are to be calculated in accordance with the hourly fee applicable at the time and are immediately claimable by Prezenter. Besides, Prezenter shall be entitled to claim the actual damage suffered and/or the actual loss of profit and/or the statutory interest from the client.

Article 6.

The activities and/or services of Prezenter are offered at a price exclusive of Dutch Value Added Tax, unless otherwise agreed upon.

Article 7.

Invoice amounts are to be paid within 14 days from date of invoice, unless otherwise agreed upon in writing. If the client does not pay an invoice within the period agreed, he/she shall, without any further notice of default, be due an interest of 1.5 per cent for every month or part thereof for which he defaults in payment of the invoice.

Any judicial and extra-judicial costs incurred by Prezenter resulting from the client's failure to meet his/her obligations shall be borne by the client. Extra-judicial costs shall be fixed at 15 per cent of the capital sum, with a minimum of € 112. — and shall be immediately claimable by Prezenter.

Article 8.

In case payment of any amount to Prezenter is overdue, and also in the event of a bankruptcy petition, the granting of suspension of payment or the closing down of the business of the client, Prezenter will be entitled to suspend and/or cease her obligations arising from the agreement, or to proceed to dissolving the agreement, without prejudicing the right of Prezenter to claim full damages on the basis of the hourly fee applicable at the time. In these cases Prezenter shall never be obliged to pay any damages to the client.

Article 9.

1. With regard to all the work performed by Prezenter, Prezenter will only be liable for any damage or loss caused by a serious failure or major error attributable to Prezenter
2. Any liability of Prezenter for consequential damage or loss, including any lost profit, is excluded.
3. Any defence which the third parties engaged by Prezenter may legally rely on in respect of Prezenter also be relied on by Prezenter in respect of the Client.
4. The liability of Prezenter is limited to the total amount of the fee; in the event of assignments with a longer duration, this liability will be limited to the fee due for six months. Prezenter Europe will never be liable for any damage caused to third parties, persons and/or goods and/or monies while providing services.

Article 10.

All intellectual property rights of documents supplied and/or developed by Prezenter, whether in writing or in any form of automated storage of documents, are vested in and shall remain the property of Prezenter, or of any of the other legal persons within the Prezenter organisation. Unless otherwise agreed upon in writing, the use of the said rights by the client and/or by third parties – such as making these documents available whether or not against payment, submitting them for inspection or allowing their use – will not be permitted. It is explicitly forbidden to multiply said materials, to store them in an automated data file or to publish them, in any form or manner whatsoever, whether electronically, digitally, mechanically, by means of photocopies, recordings or in any other way.

Article 11.

If such a situation arises, the client must notify and instruct third parties with respect to the provisions in these articles. Moreover, the client is liable for any abuse of the above rights, tools and materials. In the event of a breach of the provisions in article 10, client will forfeit an immediately claimable fine of € 5,000.-- not open to judicial moderation, for every breach and for every day this breach continues.

Article 12.

If, due to circumstances unforeseen at the time of conclusion of an agreement, an appointment or activities cannot be fully or partly performed on the agreed date, Prezenter will be entitled in consultation with the client to postpone the appointment or activities to a later date.

Article 13.

Dutch law shall apply to all transactions between Prezenter and client. Disputes shall be submitted to the competent Court within the District of Haarlem, unless Prezenter wishes to submit the dispute to another Court.