

Terms and conditions 24letters version of 10 November 2021

Article 1 Validity of these conditions.

1. These conditions are applicable to all agreements entered into by Mr. A.J. Timmermans, acting under the name 24letters, with seat and offices in Elst, Chamber of Commerce number 77461908, in the following referred to as 24letters.
2. Special provisions that deviate from these conditions of 24letters are only binding if such has been expressly established between parties in writing.
3. Applicable to all orders and relations of 24letters as well is the privacy statement of 10 November 2021.

Article 2 Offers.

- 2.1 All offers and/or quotations of 24letters are non-committal and are valid for 30 days, unless expressly stated otherwise.
- 2.2 Verbal commitments by 24letters are not binding, unless they have been confirmed by them in writing afterwards.

Article 3 Agreement.

1. The agreement for the sale and purchase of matters and/or the provision of services only becomes binding for 24letters through their written confirmation of the order, *after* they have received the order confirmation, signed by the client, in proper.
2. Expressly no rights can be derived from data regarding the activities to be conducted, such as characteristics of a product or service to be provided, a calculated expenditure of time, and intended delivery terms.
3. The risk of mistakes and/or inaccuracies in case of orders not confirmed in writing is borne entirely by the client.

Article 4 Intellectual property rights

1. 24letters reserves itself all intellectual property rights to software, designs, pictures, drawings, and products provided by 24letters that are depicted on the (possible) website of 24letters, unless expressly established otherwise between parties or if the agreement with the relevant party stipulates the manufacture of the relevant software or the relevant product respectively, in which case the rights in this connection are transferred to the client at the moment he has fully complied with his payment obligations on account of the order.

Multiplication, disclosure, and copying are only permitted, barring in the latter case, with the express, written permission of 24letters.

2. The software, designs, pictures, drawings, and products referred to in the first section remain the inalienable property of 24letters, unless it has been expressly established otherwise between parties or if the agreement with the relevant party stipulates the manufacture of the relevant software or the relevant product respectively, in which case the property and IP rights in this connection are transferred to the client at the moment that he has fully complied with his payment obligations on

account of the order.

3. For every action that is in conflict with this provision, the client owes a fixed fine of € 5,000, without prejudice to the right of 24letters to claim full compensation of damages besides that fine.

Article 5 Provision of information by client.

1. If 24letters has accepted orders that are reasonably based on drawings, calculations and instructions or other data provided to 24letters, such acceptance always occurs on the condition that the activities to be conducted by 24letters can be carried out correspondingly, and 24letters may trust unconditionally in the context of the order granted that the information supplied by the client in this connection is correct.
2. The advice of 24letters with regard to the application or the taking of measures in connection with products to be delivered or services to be provided by them is non-committal.
3. 24letters is not responsible for modifications that are applied by third parties to products delivered by them.

Article 6 Delivery terms.

1. Established delivery terms are not strict time limits, unless it was expressly agreed otherwise. Commitments of 24letters in the context of delivery terms in principle are indicative and therefore not binding, unless it was established otherwise expressly and in writing.
2. In case of a purchase at a distance or of a distance agreement for the provision of services as intended in department 9a, volume 7 of the Civil Code (BW), all goods to be delivered and services to be provided by 24letters are deemed to have been realized or to be carried out respectively in accordance with the specifications of the client or buyer respectively.
3. With respect to the delivery terms regarding agreements that stipulate purchase at a distance or a distance agreement for the provision of services as intended in 9a, volume 7 of the Civil Code (BW), article 7:46f of the Civil Code is not applicable. What is stipulated in article 15 of these terms and conditions is expressly observed.
4. In case of the late delivery of a product or service, the client must declare the default of 24letters in writing and thereby still grant a term that is reasonable (relative to the nature and scope of the order) for delivery and/or compliance. Default can only become effective after expiry of such further term.
5. The delivery terms have been established in the expectation that there are no impediments for 24letters to timely proceed with the activities.

Article 7 Prices and costs.

7.1 All agreements in principle are always concluded on the basis of the prices and rates that are effective at the time of preparation of the quotation and/or of the adoption of the agreement.

7.2 Prices are subject to change at all times: if after conclusion of the agreement the prices of wages, social security contributions, sales tax etc. undergo increases, even if such occur pursuant to circumstances that could be foreseen already at the time of adoption of the agreement, these can be passed on. If such occurs, the client nevertheless has the right to rescind the agreement.

Article 8 Liability.

1. 24letters is not liable for the costs, damages and/or interest that may arise as a direct or indirect consequence of:
 - a. Force majeure, as described further in these conditions;
 - b. Actions or negligence of the client, or of other persons who have been deployed by him or on his behalf, also including the provision of incorrect information or data that are relied on by 24letters in the context of the implementation of the order granted;
 - c. Negligence of the client on the maintenance of the products delivered (also including the not (having) timely implemented software updates);
 - f. After completion of a delivered product, modifications to the software implemented by the client himself or by a third party without the prior written consent of 24letters;
 - g. Damage that has occurred to the delivery process to the extent the delivery is carried out by an external party, also including (delay) losses;
 - h. Consequential damage, in the widest sense of the term;
 - i. Any other outside cause.
2. Without prejudice to the preceding, 24letters is only liable to the extent it is covered by their insurance, though in any event up to a maximum of the invoice value of the order, for damage to the work and/or property of the client and/or third parties, to the extent caused by the fault attributable to 24letters or by deliberate recklessness.

The professional liability insurer of 24letters is:

Hiscox SA Schadeverzekeringen
Postbus 87033
1080 JA Amsterdam
0031(0)20 517 0700
hiscox.underwriting@hiscox.nl

3. What is stated under article 8.2 is correspondingly applicable with respect to additional work.

Article 9 Obligations of 24letters.

1. 24letters commits itself to carry out the work in accordance with the provisions of the agreement, with due regard for their terms and conditions.
2. 24letters accepts the order under the reserve that the data and information required from the client for the implementation thereof are accurate.
3. If it turns out during the implementation that the work, due to a cause that cannot be attributed to the fault of 24letters, can only be carried out in a modified manner, 24letters will immediately communicate the modifications to the implementations deemed necessary to the client and following consultations will implement such. Such costs as may be involved therein must be qualified as additional work and are borne by the client.

Article 10 Obligations of the client.

1. The client makes sure that 24letters timely has at its disposal:
 - a. the data and information required for the setup of the work, all matters upon instruction of 24letters;

and in case of work on location;

b. access to the building where the work must be carried out;

c. connection options for hardware - computers - and a safe internet connection.

2. The client timely complies with his payment obligations vis-a-vis 24letters, whereby is intended as well that invoices sent by 24letters are settled within the effective term stated thereon of 14 days.

Article 11 Additional and reduced work.

1. The work only comprises those matters that were established between parties in writing.
2. The client has the right before or during the implementation of the work to order changes thereto to 24letters. Only additional work that has been ordered as such in writing will be eligible for implementation and setoff. The lack of a written order leaves unaffected the entitlements of the client to the implementation, respectively of 24letters to the payment thereof, if and to the extent it will be demonstrated by other means that the additional work was ordered and carried out as such.
3. With regard to the implementation of additional work established between parties, parties will have to conduct further consultations regarding the timeframe within which these activities must be conducted. If activities are carried out against an established hourly rate, this hourly rate will also apply with respect to the additional work to be carried out. If for the implementation of activities and/or the delivery of a product a price that in principle is fixed was established, additional work is carried out on the basis of an hourly rate of € 95, to be increased by 21% VAT, unless parties have established otherwise expressly and in writing.
4. Costs to be incurred by 24letters that derive from causes outside their fault can be billed to the client.

Article 12 Cancellation.

1. If the client cancels the order for whatever reason after its adoption and/or refuses to accept the product manufactured by his order by 24letters, he is fully obliged vis-a-vis 24letters to completely compensate what was performed already.
2. Without prejudice to what is stated in the previous section of this article, 24letters expressly reserves itself the right to demand full compliance with the agreement and/or full compensation of damages.
3. The granting or not of subsidies, funding, and other unforeseen circumstances is never an argument to cancel an order granted, unless it is established otherwise between client and 24letters expressly and in writing.

Article 13 Outsourcing of work to third parties.

Client authorizes 24letters to have the order, or a part thereof, carried out by a third party designated by them at a time they wish. In case of illness and/or work incapacity or a (different) situation of force majeure on the part of Timmermans - 24letters - he has the right, in consultation with the client, to outsource the work to a third party. If client cannot agree to this, 24letters will only be required to carry out or continue the activities after the work incapacity or (other) situation of force majeure has passed.

Article 14 Force majeure.

1. For example - though not solely - the following circumstances constitute for 24letters - if as a result they are unable to timely, fully, or correctly carry out the established activities, or to have the established delivery of a product take place timely, fully, or correctly - force majeure:

Special circumstances, such as storm damage and other natural disasters, impediments by third parties, impediments in transport generally, total or partial work strikes, rioting, war, or threat of war both in this country and in the country where the client is established, the non or non-timely delivery of goods by suppliers of 24letters, export and import prohibitions, total or partial mobilization, restrictive measures by any authority, fire, internet and computer failures, and accidents at the company or in the means of transport of 24letters or in the means of transport of third parties related to the order, as well as the imposition of levies or other government measures that entail a change to the actual circumstances.

The above and other cases of force majeure relieve 24letters of their obligation to deliver and/or to implement work, without the client being able to bring to bear any type of right to compensation of damages, whatever its nature or name, vis-a-vis 24letters.

2. In case of force majeure, 24letters has the right, such at their own discretion entirely, to either cancel the purchase agreement and/or agreement for the implementation of work or to suspend such, respectively modify such, until the special circumstances have ceased to exist, whereby the client is obliged to pay for such performance as has been (already) conducted.

Article 15 Delivery.

1. Both in case of the provision of services as of the delivery of a product, the work is deemed delivered at the time that 24letters has announced this in writing or verbally, or otherwise after expiry of 3 days after 24letters has notified the client in writing that the work has been completed and the client has failed to inspect the work within that term or he has commissioned the work.
2. Small defects will be restored by 24letters as soon as possible and cannot constitute grounds for the withholding of approval by client. Barring the restoral of the small defects indicated above, 24letters is only obliged to provide for the fastest possible restoral of defects that have been brought to their attention in writing within 30 days after the delivery. The activities associated with this work are qualified as additional work and the costs thereof are borne by the client, unless the cause of the defects can be attributed to 24letters. In the latter case, the costs involved in restoral continue to be borne by 24letters itself.
3. If a specific date of delivery was established, it is automatically extended if stagnation occurs that cannot be attributed to 24letters, such as additional work, an unworkable situation, strikes, exclusion, war, threat of war, or other special circumstances as indicated above in article 14.

Article 16 Complaints.

1. Client is obliged to thoroughly inspect the work and/or the product immediately after the delivery thereof for defects and in case such are identified, to immediately inform 24letters in writing, while forwarding pictures or screenshots of the defect or respectively the defects and/or the error report. If the client does not point out defects that can be identified upon simple investigation within 8 days after the day of delivery to 24letters, then client is deemed to agree to the state in which the purchased matters were delivered, and any right of complaint lapses.
2. 24letters must be given the opportunity to control complaints that were submitted. In case of consensus regarding the existence of a defect and the cause and attribution thereof, a written

statement will be drawn up that must be signed by both parties.

3. If the complaint in the opinion of 24letters is correct, 24letters will, following approval by their professional liability insurer, either pay a fair compensation of damages up to a maximum of the invoice value of the delivered goods, or replace the delivered goods free of charges.
4. If no consensus is reached regarding the complaint being incorrect or not following consultation between parties, then the client has the right at all times to submit the matter to the civil ('kanton') court of law.

Article 17 Warranty.

17.1 24letters exclusively provides a warranty in the event of the delivery of products for (design) errors that cause issues in case of normal use, with due regard for what is stated below in section 2 of this article, during a period of 12 months after the delivery took place.

17.2 The warranty of 24letters does not apply if the errors and/or damage are the result of inexpert use or of causes different than (design) errors.

Article 18 Retention of title.

1. As long as 24letters has not received full payment with regard to an agreement between parties with respect to the delivery of a product (also including any possible damage, costs, and interest), the delivered products remain the property of 24letters at all times.
2. 24letters has the right to reclaim these products and take them under their control if the negligent client files for his bankruptcy or is declared bankrupt, the debt restructuring arrangement pursuant to the relevant law 'Wet Schuldsanering Natuurlijke Personen' is declared applicable to him, or if an attachment is levied on the whole or a part of his property or assets respectively.
3. All acts of disposal with regard to the sold and delivered products are prohibited to the client for as long as he has not fully complied with his (payment) obligations that flow from the agreement.

Article 19 Non-performance and rescission.

1. If the client commits non-performance in any manner, he will fall into default for such already without requirement of any default notice. Without prejudice to what is established in the Civil Code (BW), 24letters will have the right in case of non-performance to suspend their obligations from the agreement concluded, or to rescind the agreement entirely or in part without judicial intervention, such at their option.
2. Parties have the right to rescind the agreement with immediate effect, without judicial intervention, by way of registered mail, if:
 - a. The other party does not comply with one or more core obligations flowing from the agreement, after a reasonable term has been granted to it to still comply. In addition, 24letters has the right if client does not comply with one or more obligations, such at their option, to suspend the implementation of the agreement.
 - b. The other party files for bankruptcy or is declared bankrupt, the debt restructuring arrangement pursuant to the relevant law 'Wet Schuldsanering Natuurlijke Personen' is declared applicable to it, or an attachment is levied on the whole or a part of its property or assets respectively.
 - c. The other party passes away or is placed in receivership.

3. If the previous section is applicable, the claims of 24letters on account of the agreement are immediately payable in full, without requiring any warning or default notice to such effect. This right pertains without prejudice to the entitlement of 24letters to the compensation of costs, damage, and interest.

Article 20 Payment.

1. 24letters expressly reserves itself the right during the implementation of the activities to invoice and/or submit cost statements intermediately to the client, unless it has been established expressly and in writing that only after full completion of the activities, invoices and/or cost statements will be submitted.
2. Invoices sent by 24letters to the client must be settled in full no later than 14 days after the invoice date.
3. An appeal to setoffs against costs billed by 24letters, on any account whatsoever, is expressly excluded.
4. 24letters has the right in case payment fails to materialize to claim, besides the principal sum and the interest, all reasonably incurred costs from the client, both judicial and extrajudicial, that were caused by the non-payment, also including extrajudicial collection costs and legal costs. By legal costs in the sense of this article are intended, besides the court fees to be charged by the judicial authority, the total costs that 24letters must incur in the context of that procedure for their lawyer and/or authorized representative.

Article 21 Applicable law and competent judicial authority.

1. To all agreements concluded and/or transactions conducted by 24letters, Netherlands legislation is exclusively applicable; these agreements and/or transactions are deemed to have been adopted/ conducted in the Netherlands.
2. Exclusively the court of law of Gelderland, location Arnhem, is competent to hear any possible disputes between 24letters and their client. Such applies both for cases falling under the competence of the 'kanton' court and for cases that do not fall under their competence.

Elst (Gid.), 10 November 2021