

GENERAL TERMS AND CONDITIONS WebSec

Definitions

1. WebSec: WebSec B.V., established in Amsterdam, Chamber of Commerce no. 78742919.
2. Customer: the person with whom WebSec has entered into an agreement.
3. Parties: WebSec and customer together.
4. Consumer: a customer who is an individual acting for private purposes.

Applicability

1. These terms and conditions will apply to all quotations, offers, activities, orders, agreements and deliveries of services or products by or on behalf of WebSec.
2. Parties can only deviate from these conditions if they have explicitly agreed upon in writing.
3. The parties expressly exclude the applicability of supplementary and/or deviating general terms and conditions of the customer or of third parties.

Prices

1. All prices used by WebSec are in euros, are exclusive of VAT and exclusive of any other costs such as administration costs, levies and travel-, shipping- or transport expenses, unless expressly stated otherwise or agreed otherwise.
2. WebSec is entitled to adjust all prices for its products or services, shown in its shop, on its website or otherwise, at any time.
3. Parties may agree on a no-cure no-pay base payment. Conditions of payment and fees will be agreed upon on in the underlying contract.

Payments and payment term - Services

1. The customer must pay invoices of WebSec within 1 month , unless parties have made other agreements about this or if the invoice has a different payment term.
2. Payment terms are considered as fatal payment terms. This means that if the customer has not paid the agreed amount at the latest on the last day of the payment term, he is legally in default, without WebSec having to send the customer a reminder or to put him in default.
3. WebSec reserves the right to make a delivery conditional upon immediate payment or to require adequate security for the total amount of the services or products.

Consequences of late payment

1. If the customer does not pay within the agreed term, WebSec is entitled to charge an interest of 1% per month from the day the customer is in default, whereby a part of a month is counted for a whole month.
2. When the customer is in default, he is also due to extrajudicial collection costs and may be obliged to pay any compensation to WebSec.
3. The collection costs are calculated on the basis of the Reimbursement for extrajudicial collection costs.
4. If the customer does not pay on time, WebSec may suspend its obligations until the customer has met his payment obligation.
5. In the event of liquidation, bankruptcy, attachment or suspension of payment on behalf of the customer, the claims of WebSec on the customer are immediately due and payable.
6. If the customer refuses to cooperate with the performance of the agreement by WebSec, he is still obliged to pay the agreed price to WebSec.

Suspension of obligations by the customer

The customer waives the right to suspend the fulfillment of any obligation arising from this agreement.

Settlement

The customer waives his right to settle any debt to WebSec with any claim on WebSec.

Insurance

1. The customer undertakes to insure and keep insured the following items adequately against fire, explosion and water damage as well as theft:
 - goods delivered that are necessary for the execution of the underlying agreement
 - goods being property of WebSec that are present at the premises of the customer
 - goods that have been delivered under retention of title
2. At the first request of WebSec, the customer provides the policy for these insurances for inspection.

Guarantee

When parties have entered into an agreement with services included, these services only contain best-effort obligations for WebSec, not obligations of results.

Performance of the agreement

1. WebSec executes the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
2. WebSec has the right to have the agreed services (partially) performed by third parties.
3. The execution of the agreement takes place in mutual consultation and after written agreement and payment of the possibly agreed advance by the customer.
4. It is the responsibility of the customer that WebSec can start the implementation of the agreement on time.
5. If the customer has not ensured that WebSec can start the implementation of the agreement in time, the resulting additional costs and/or extra hours will be charged to the customer.

Duty to inform by the customer

1. The customer shall make available to WebSec all information, data and documents relevant to the correct execution of the agreement to in time and in the desired format and manner.
2. The customer guarantees the correctness, completeness and reliability of the information, data and documents made available, even if they originate from third parties, unless otherwise ensuing from the nature of the agreement.
3. If and insofar as the customer requests this, WebSec will return the relevant documents.
4. If the customer does not timely and properly provides the information, data or documents reasonably required by WebSec and the execution of the agreement is delayed because of this, the resulting additional costs and extra hours will be charged to the customer.

Duration of the agreement

1. The agreement between WebSec and the customer is entered into for the duration of 1 weeks, unless it results otherwise from the nature of the agreement or if the parties have expressly agreed otherwise in writing.
2. If a fixed-term contract has been entered into, it will be tacitly converted into an open-ended contract at the end of the term, unless 1 of the parties terminates the contract with due observance of a notice period of 2 month(s), or if a consumer terminates the agreement with due observance of a notice period of 1 month / the agreement ends at the end of the fixed term.
3. If the parties have agreed upon a term for the completion of certain activities, this is never a strict deadline, unless specified explicitly otherwise in writing. If this term is exceeded, the customer must give WebSec a written reasonable term to terminate the activities, before it may either terminate the contract or claim damages.

Indemnity

The customer indemnifies WebSec against all third-party claims that are related to the products and/or services supplied by WebSec.

Complaints

1. The customer must examine a product or service provided by WebSec as soon as possible for possible shortcomings.
2. If a delivered product or service does not comply with what the customer could reasonably expect from the agreement, the customer must inform WebSec of this as soon as possible, but in any case within 1 month after the discovery of the shortcomings.
3. Consumers must inform WebSec of this within two months after detection of the shortcomings.

4. The customer gives a detailed description as possible of the shortcomings, so that WebSec is able to respond adequately.
5. The customer must demonstrate that the complaint relates to an agreement between the parties.
6. If a complaint relates to ongoing work, this can in any case not lead to WebSec being forced to perform other work than has been agreed.

Giving notice

1. The customer must provide any notice of default to WebSec in writing.
2. It is the responsibility of the customer that a notice of default actually reaches WebSec (in time).

Joint and several Client liabilities

If WebSec enters into an agreement with several customers, each of them shall be jointly and severally liable for the full amounts due to WebSec under that agreement.

Liability of WebSec

1. WebSec is only liable for any damage the customer suffers if and insofar as this damage is caused by intent or gross negligence.
2. If WebSec is liable for any damage, it is only liable for direct damages that results from or is related to the execution of an agreement.
3. WebSec is never liable for indirect damages, such as consequential loss, lost profit, lost savings or damage to third parties.
4. If WebSec is liable, its liability is limited to the amount paid by a closed (professional) liability insurance and in the absence of (full) payment by an insurance company of the damages the amount of the liability is limited to the (part of the) invoice to which the liability relates.
5. All images, photos, colors, drawings, descriptions on the website or in a catalog are only indicative and are only approximate and can not lead to any compensation and/or (partial) dissolution of the agreement and/or suspension of any obligation.

Expiry period

Every right of the customer to compensation from WebSec shall, in any case, expire within 12 months after the event from which the liability arises directly or indirectly. This does not exclude the provisions in article 6:89 of the Dutch Civil Code.

Dissolution

1. The customer has the right to dissolve the agreement if WebSec imputably fails in the fulfillment of his obligations, unless this shortcoming does not justify termination due to its special nature or because it is of minor significance.
2. If the fulfillment of the obligations by WebSec is not permanent or temporarily impossible, dissolution can only take place after WebSec is in default.
3. WebSec has the right to dissolve the agreement with the customer, if the customer does not fully or timely fulfill his obligations under the agreement, or if circumstances give WebSec good grounds to fear that the customer will not be able to fulfill his obligations properly.

Force majeure

1. In addition to the provisions of article 6:75 Dutch Civil Code, a shortcoming of WebSec in the fulfillment of any obligation to the customer cannot be attributed to WebSec in any situation independent of the will of WebSec, when the fulfillment of its obligations towards the customer is prevented in whole or in part or when the fulfillment of its obligations cannot reasonably be required from WebSec .
2. The force majeure situation referred to in paragraph 1 is also applicable - but not limited to: state of emergency (such as civil war, insurrection, riots, natural disasters, etc.); defaults and force majeure of suppliers, deliverymen or other third parties; unexpected disturbances of power, electricity, internet, computer or telecoms; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work stoppages.
3. If a situation of force majeure arises as a result of which WebSec cannot fulfill one or more obligations towards the customer, these obligations will be suspended until WebSec can comply with it.

4. From the moment that a force majeure situation has lasted at least 30 calendar days, both parties may dissolve the agreement in writing in whole or in part.
5. WebSec does not owe any (damage) compensation in a situation of force majeure, even if it has obtained any advantages as a result of the force majeure situation.

Modification of the agreement

If, after the conclusion of the agreement and before its implementation, it appears necessary to change or supplement its contents, the parties shall timely and in mutual consultation adjust the agreement accordingly.

Changes in the general terms and conditions

1. WebSec is entitled to amend or supplement these general terms and conditions.
2. Changes of minor importance can be made at any time.
3. Major changes in content will be discussed by WebSec with the customer in advance as much as possible.
4. Consumers are entitled to cancel the agreement in the event of a substantial change to the general terms and conditions.

Transfer of rights

1. The customer can not transfer its rights deferring from an agreement with WebSec to third parties without the prior written consent of WebSec .
2. This provision applies as a clause with a property law effect as referred to in Section 3:83 (2) Dutch Civil Code.

Consequences of nullity or annulability

1. If one or more provisions of these general terms and conditions prove null or annulable, this will not affect the other provisions of these terms and conditions.
2. A provision that is null or annulable shall, in that case, be replaced by a provision that comes closest to what WebSec had in mind when drafting the conditions on that issue.

Applicable law and competent court

1. Dutch law is exclusively applicable to all agreements between the parties.
2. The Dutch court in the district where WebSec is established is exclusively competent in case of any disputes between parties, unless the law prescribes otherwise.

Drawn up on 30 augustus 2020.