



Terms and Conditions

Hibender Product Management

Definitions

Hibender Product Management: Hibender Product Management, located in Grolloo under Chamber of Commerce no. 92293697.

Customer: person with whom Hibender Product Management has entered into an agreement.

Parties: Hibender Product Management and customer together.

Consumer: a customer who is also an individual and who acts as a private person.

Applicability of general terms and conditions

These terms and conditions apply to all quotations, offers, work, orders, agreements and deliveries of services or products by or on behalf of Hibender Product Management. Parties may only deviate from these conditions if they have expressly agreed to this in writing. The parties expressly exclude the applicability of additional and/or deviating general terms and conditions of the customer or third parties.

Offers and quotations

Offers and quotations from Hibender Product Management are without obligation, unless expressly stated otherwise. An offer or quotation is valid for a maximum of 1 month, unless a different acceptance period is stated in the offer or quotation. If the customer does not accept an offer or quotation within the applicable period, the offer or quotation will lapse. Offers and quotations do not apply to repeat orders, unless the parties have expressly agreed this in writing.

Acceptance

Upon acceptance of a non-binding quotation or offer, Hibender Product Management reserves the right to withdraw the quotation or offer within 3 days after receipt of acceptance, without the customer being able to derive any rights from this.

Verbal acceptance of the customer binds Hibender Product Management only after the customer has confirmed this in writing (or electronically).

Prices

All prices that Hibender Product Management are in euros, exclude VAT and exclude any other costs such as administration costs & license costs unless expressly stated otherwise or agreed otherwise.

All prices that Hibender Product Management uses for her services, on her website or otherwise made known, are changeable by Hibender Product Management at any time. The price relating to a service is determined by Hibender Product Management on the basis of the hours actually spent.

The price is calculated according to the usual hourly rates from Hibender Product Management, valid for the period in which she carries out the work, unless a different rate has been agreed.

If parties require a service by Hibender Product Management and a total amount has been agreed, this is always a target price, unless the parties have expressly agreed in writing on a fixed price, from which no deviations can be made.

If the target price is more than 10% higher, Hibender Product Management has to let the customer know in a timely manner why a higher price is justified. If the target price is more than 10% higher, the customer has the right to cancel the part of the order that exceeds the target price plus 10%. Hibender Product Management has the right to adjust prices annually. Prior to its entrance Hibender Product Management will communicate price adjustments to the customer.

The consumer has the right to terminate the agreement with Hibender Product Management if he/she does not agree with the price increase.

Payments and payment term

Hibender Product Management may require a down payment of up to 50% of the agreed amount upon entering into the agreement.

The customer must pay Hibender Product Management within 30 days after the invoice date, unless the parties have made other agreements about this or a different payment term is stated on the invoice.

Payment terms are considered strict payment terms. This means that if the customer has not paid the agreed amount no later than the last day of the payment term, he/she is legally in default and in default, without Hibender Product Management having to send the customer a reminder or give notice of default.

Hibender Product Management reserves the right to make delivery dependent on immediate payment or to demand security for the total amount of the service.

Consequences of not paying on time

If the customer does not pay within the agreed term, Hibender Product Management is entitled to charge the statutory interest of 2% per month for non-commercial transactions and the statutory interest of 8% per month for commercial transactions from the day the customer is in default, whereby part of a month is counted as a whole month.

If the customer is in default, he/she also owes extrajudicial collection costs and any damages owed to Hibender Product Management.

The collection costs are calculated on the basis of the Decree on compensation for extrajudicial collection costs.

If the customer does not pay on time, Hibender Product Management is allowed to suspend obligations until the customer has met his/her payment obligation.

In the event of liquidation, bankruptcy, attachment or suspension of payment on the part of the customer, the claims of Hibender Product Management are immediately due and payable by the customer. If the customer refuses his/her cooperation in the execution of the agreement by Hibender Product Management, then he/she is still obliged to pay the agreed price to Hibender Product Management.

Settlement

Unless the customer is a consumer, the customer waives his/her right to offset a debt to Hibender Product Management against a claim on Hibender Product Management.

Delivery

If the agreed amounts are not paid or are not paid on time Hibender Product Management has the right to suspend obligations until the agreed part has been paid. Late payment constitutes creditor default, resulting in the customer can't object to a late delivery to Hibender Product Management.

Delivery time

The by Hibender Product Management stated delivery times are indicative and do not entitle the customer to termination or compensation if they are exceeded, unless the parties have expressly agreed otherwise in writing.

The delivery time starts after the customer has agreed to the quotation and Hibender Product Management has confirmed in writing or electronically to the customer that it has received the agreement. Exceeding the specified delivery time does not entitle the customer to compensation or the right to terminate the agreement, unless Hibender Product Management cannot deliver within 14 days after being notified in writing or whether the parties have agreed otherwise.

Guarantee

When the parties have entered into an agreement of a service nature, it contains for Hibender Product Management only an obligation of efforts and therefore no obligation of result.

Execution of the agreement

Hibender Product Management executes the agreement to the best of her knowledge and ability and in accordance with the requirements of good workmanship. Hibender Product Management has the right to have the agreed services (partially) provided by third parties.

The execution of the agreement takes place in mutual consultation and after written agreement and payment of any agreed advance by the customer. It is the customer's responsibility that Hibender Product Management can start the execution of the agreement in a timely manner.

If the customer has not ensured that Hibender Product Management can start the execution of the agreement in a timely manner, the resulting additional costs and/or extra hours will be borne by the customer.

Information provision by the customer

The customer makes all information, data and documents that are relevant for the correct execution of the agreement available to Hibender Product Management.

The customer guarantees the accuracy, completeness and reliability of the information, data and documents made available, even if they originate from third parties, unless otherwise dictated by the nature of the agreement.

Hibender Product Management returns relevant documents if the customer requests this.

If the customer does not make data or documents to Hibender Product Management in a timely or proper manner and the execution of the agreement is delayed as a result, the resulting additional costs and extra hours will be borne by the customer.

Duration of the agreement regarding a service

The agreement between Hibender Product Management and the customer regarding a service or services is contracted for an indefinite period, unless the nature of the agreement dictates otherwise or the parties have expressly agreed otherwise in writing. If an agreement has been contracted for a definite period, it will be tacitly converted into an agreement for an indefinite period after the term has expired, unless one of the parties terminates the agreement with due observance of a notice period of 2 months, or a consumer terminates the agreement with observance of a notice period of 1 month, as a result of which the agreement ends by operation of law.

If the parties have agreed on a deadline for the completion of certain work within the term of the agreement, this is never a strict deadline. If this period is exceeded, the customer must notify Hibender Product Management in writing.

Termination of service agreement for an indefinite period

The customer can cancel an agreement for a service that has been contracted for an indefinite period at any time, subject to a notice period of 2 months. A consumer has the right to terminate an agreement for a service for an indefinite period, subject to a notice period of 1 month.

Intellectual property

Hibender Product Management retains all intellectual property rights (including copyright, patent law, trademark law, drawings and model rights, etc.) on all designs, drawings, writings, carriers with data or other information, quotations, images, sketches, models, maquettes, etc., unless parties have agreed otherwise in writing. The customer may not copy, show and/or make available or use in any

other way the aforementioned intellectual property rights without the prior written permission of Hibender Product Management.

Penalty clause

If the other party violates the article of these general terms and conditions regarding intellectual property, he/she will forfeit an immediately payable fine for each violation for the benefit of the trade name;

- if the other party is a consumer, this fine is € 1,000
- if the other party is a legal entity, this fine is € 5,000

In addition, the other party forfeits an amount ad 5% of the amount referred to in paragraph 1 for each day that the violation continues.

No prior notice of default or legal proceedings are required to forfeit this fine. There also does not have to be any form of damage. Forfeiture of the fine referred to in the first paragraph of this article does not affect the other rights of Hibender Product Management including her right to claim damages in addition to the fine.

Disclaimer

The customer indemnifies Hibender Product Management against all claims from third parties relating to the by Hibender Product Management products and/or services supplied.

Complaints

The customer must examine a product or service provided by Hibender Product Management as soon as possible for any shortcomings. If a delivered product or service does not meet what the customer could reasonably expect from the agreement, the customer must notify Hibender Product Management as soon as possible, but in any case within 1 month after discovering the shortcomings. Consumers must notify Hibender Product Management within 2 months after discovering the shortcomings. The customer provides as detailed a description as possible of the shortcoming, so that Hibender Product Management is able to respond adequately to this. The customer must demonstrate that the complaint relates to an agreement between the parties. If a complaint relates to ongoing work, this cannot in any case lead to that Hibender Product Management may be obliged to perform work other than that agreed.

Notice of default

The customer must notify Hibender Product Management of any notice of default in writing. It is the customer's responsibility that a notice of default actually reaches Hibender Product Management (in a timely manner).

Joint and several liability of the customer

If Hibender Product Management enters into an agreement with multiple customers, each of them is primary liable for the full amounts owed to Hibender Product Management under that agreement .

Liability Hibender Product Management

Hibender Product Management is only liable for any damage suffered by the customer if and insofar as that damage is caused by intent or deliberate recklessness. If Hibender Product Management is liable for any damage, it is only liable for direct damage arising from or related to the execution of an agreement.

Hibender Product Management is never liable for indirect damage, such as consequential damage, lost profits, missed savings or damage to third parties.

If Hibender Product Management is liable, this liability is limited to the amount paid out by a closed (professional) liability insurance policy and, in the absence of (full) payment by an insurance company of the damage amount, liability is limited to the (part of the) invoice amount to which the liability relates.

All images, photos, colors, drawings, descriptions on the website or in a catalog are only indicative and are only approximate and cannot give rise to compensation and/or (partial) dissolution of the agreement and/or suspension of any obligation.

Expiration period

Any right of the customer to compensation of Hibender Product Management in any case expires 12 months after the event from which the liability arises directly or indirectly. This does not exclude the provisions of Article 6:89 of the Civil Code.

Right to dissolution

The customer has the right to terminate the agreement when Hibender Product Management culpably fails to comply with her obligations, unless this shortcoming, given its special nature or minor significance, does not justify termination. If the fulfillment of the obligations by Hibender Product Management is not permanent or temporarily impossible, then dissolution can only take place after Hibender Product Management is in default. Hibender Product Management has the right to terminate the agreement with the customer if the customer does not fully or timely fulfill his/her obligations under the agreement, or if Hibender Product Management has become aware of circumstances that give her good grounds to fear that the customer will not be able to properly fulfill his/her obligations.

Force majeure

In addition to the provisions of Article 6:75 of the Dutch Civil Code, a shortcoming of Hibender Product Management in the fulfillment of any obligation towards the customer cannot be attributed to Hibender Product Management in a situation independent of the will of Hibender Product Management, which prevents the fulfillment of its obligations towards the customer in whole or in part or as a result of which the fulfillment of her obligations cannot reasonably be expected from Hibender Product Management.

Force majeure situations also include – but are not limited to –: state of emergency (such as civil war, uprising, riots, natural disasters, etc.); non-performance and force majeure of suppliers, deliverers or other third parties; unexpected power, electricity, internet, computer and telecom disruptions; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work stoppages.

If a force majeure situation occurs as a result of which Hibender Product Management cannot fulfill 1 or more obligations to the customer, those obligations will be suspended until Hibender Product Management can meet it again.

From the moment that a force majeure situation has lasted for at least 30 calendar days, both parties may terminate the agreement in whole or in part in writing. Hibender Product Management is not liable for any compensation (damage) in a force majeure situation, even if she receives any benefit as a result of the force majeure situation.

Changes to the agreement

If, after concluding the agreement for its implementation, it appears necessary to change or supplement its contents, the parties will adjust the agreement accordingly in a timely manner and in mutual consultation.

Changes to general terms and conditions

Hibender Product Management is entitled to change or supplement these general terms and conditions. Changes of minor importance can be made at any time. Hibender Product Management will discuss major substantive changes with the customer in advance as much as possible.

Consumers are entitled to cancel the agreement in the event of a substantial change to the general terms and conditions.

Transfer of rights

Customer rights from an agreement between the parties cannot be transferred to third parties without the prior written consent of Hibender Product Management. This provision applies as a clause with property law effect as referred to in Article 3:83, second paragraph, of the Dutch Civil Code.

Consequences of nullity or voidability

If one or more provisions of these general terms and conditions prove to be void or voidable, this will not affect the other provisions of these terms and conditions. A provision that is void or voidable will in that case be replaced by a provision that comes closest to what Hibender Product Management had in mind when drawing up the terms and conditions.

Applicable law and competent court

Every agreement between the parties is exclusively governed by Dutch law. The Dutch court in the district where Hibender Product Management is established has exclusive jurisdiction to hear any disputes between parties, unless the law prescribes otherwise.



Hibender Product Management

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