

General terms and conditions ProJoules BV

E-mail: info@projoules.com

Website: projoules.com

Definitions

1. ProJoules BV: ProJoules BV, established in Lepelstraat under Chamber of Commerce no. 84721170.
2. Client: the person with whom ProJoules BV has entered into an agreement.
3. Parties: ProJoules BV and Client together.

Applicability of general terms and conditions

1. These conditions apply to all offers, quotations, work, orders, agreements and deliveries of services by or on behalf of ProJoules BV.
2. Parties may only deviate from these terms and conditions if they have expressly agreed to this in writing.
3. Parties explicitly exclude the applicability of additional and/or deviating general terms and conditions of the client or third parties.

Offers and quotations

1. Offers and tenders made by ProJoules BV shall be without obligation, unless expressly stated otherwise.
2. An offer or quotation shall be valid for a maximum of 2 weeks, unless a different acceptance period is stated in the offer or quotation.
3. If the customer does not accept an offer or quotation within the applicable period, the offer or quotation shall lapse.
4. Offers and quotations do not apply to repeat orders, unless the parties have expressly agreed to this in writing.

Acceptance

1. When accepting a quotation or offer without obligation, ProJoules BV shall reserve the right to withdraw the quotation or offer within 3 days of receiving acceptance, without the client being able to derive any rights from this.
2. Verbal acceptance by the customer shall only bind ProJoules BV after the customer has confirmed this in writing (or electronically).

Prices

1. All prices quoted by ProJoules BV are in Euros and are exclusive of VAT.
2. All prices which ProJoules BV uses for its services, on its website or which are otherwise made known, ProJoules BV may change at any time.
3. Parties shall agree a total amount for services provided by ProJoules BV as a guide price, unless parties have explicitly agreed in writing on a fixed price which cannot be deviated from.
4. ProJoules BV shall be entitled to adjust its prices annually.
5. ProJoules BV shall inform Client of any price adjustments prior to their commencement.

6. The client shall be entitled to terminate the agreement with ProJoules BV if he does not agree to the price increase.

Payments and term of payment

1. ProJoules BV may require a down payment of up to 50% of the agreed amount when entering into the contract.
2. Client must make payment within 14 days after delivery.
3. Payment deadlines are considered to be final deadlines. This means that if the client has not paid the agreed amount by the last day of the payment period, he shall be in default by operation of law, without ProJoules BV having to send the client a reminder or issue a notice of default.
4. ProJoules BV reserves the right to make delivery conditional upon immediate payment or to demand security for the total amount of the services or products.

Consequences of late payment

1. If the client fails to pay within the agreed period, ProJoules BV shall be entitled to charge the statutory interest rate of 8% per month for commercial transactions from the day on which the client is in default, whereby part of a month shall be counted as a whole month.
2. When the client is in default, he shall also owe ProJoules BV extrajudicial collection costs and any compensation for damages.
3. The collection costs shall be calculated in accordance with the "Besluit vergoeding voor buitengerechtelijke incassokosten".
4. If the client fails to pay on time, ProJoules BV may suspend its obligations until the client has fulfilled his payment obligations.
5. In the event of liquidation, bankruptcy, seizure or suspension of payment on the part of the client, the claims of ProJoules BV against the client shall become due on demand.
6. If the client refuses to cooperate with the execution of the agreement by ProJoules BV, he shall still be bound to pay the agreed price to ProJoules BV.

Right of suspension

1. Client waives the right to suspend the fulfilment of any obligation arising from this agreement.

Settlement

2. The customer waives his/her right to set off a debt to ProJoules BV against a claim against ProJoules BV.
3. Guarantee
4. When parties have entered into an agreement with a service character, it contains for ProJoules BV only an effort obligation and therefore no result obligation.

Execution of the agreement

1. ProJoules BV shall execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good craftsmanship.

2. ProJoules BV shall be entitled to have (parts of) the agreed services performed by third parties.
3. The execution of the agreement shall take place in mutual consultation and after written approval and payment of any agreed advance by the client.
4. It is the responsibility of the client to ensure that ProJoules BV can commence the execution of the agreement in good time.

Provision of information by Client

1. Client shall make all information, data and documents relevant to the proper execution of the agreement available to ProJoules BV in time and in the desired form and manner.
2. Client warrants the accuracy, completeness and reliability of the information, data and documents provided, even if these come from third parties, as far as the nature of the agreement does not indicate otherwise.
3. If and to the extent that the customer so requests, ProJoules BV shall return the relevant documents.
4. If the client fails to provide the information, data or documents ProJoules BV reasonably requires, or fails to do so correctly or in time, and the performance of the agreement is delayed as a result, the client shall bear the additional costs and extra hours incurred as a result.

Duration of the agreement concerning a service

1. The agreement between ProJoules BV and the client concerning a service or services shall be entered into for the duration of 1 year, unless the nature of the agreement dictates otherwise or if parties have expressly agreed otherwise in writing.
2. After the period referred to in paragraph 1 of this article has expired, the agreement will tacitly be converted into an agreement for an indefinite period, unless one of the parties cancels the agreement with due observance of a notice period of 2 months, or a consumer cancels the agreement with due observance of a notice period of 1 (one) month, as a result of which the agreement will end by operation of law.

Termination of an agreement for a fixed period

1. The customer or consumer may not terminate a fixed term agreement before the end of 1 (one) year.
2. After the minimum term of 1 (one) year the aforementioned agreement can be cancelled by the customer subject to a notice period of 3 months.
3. After expiry of the minimum term of 1 (one) year, the aforementioned agreement can be cancelled by the customer with due observance of a notice period of 1 (one) month.
4. If the agreement concerning a service has been entered into for a period of less than 1 (one) year, the agreement cannot be cancelled prematurely.

Intellectual Property

1. ProJoules BV retains all intellectual property rights (including copyright, patent right, trademark right, drawings and models right, etc.) to all designs, drawings, writings, carriers with data or other information, offers, images, etc..
2. The Client shall not (have) copy, show and/or make available to third parties or use in any other way the said intellectual property rights without the prior written permission of ProJoules BV.

Penalty clause

1. If the other party violates the article of these general terms and conditions regarding confidentiality or intellectual property, it shall forfeit an immediately payable fine for each violation on behalf of the trade name.
 - If the other party is a legal entity, this penalty shall be €25,000.
2. In addition, the other party shall forfeit an amount equal to 5% of the amount referred to in paragraph 1 for each day that the breach continues.
3. No prior notice of default or legal proceedings shall be required for the forfeiture of this penalty. Nor is it necessary for there to be any question of damage.
4. The forfeiture of the penalty referred to in paragraph 1 of this article shall not affect ProJoules BV's other rights, including its right to claim damages in addition to the penalty.

Indemnification

The client shall indemnify ProJoules BV against any claims by third parties which relate to the products and/or services supplied by ProJoules BV.

Complaints

1. The client shall examine a product or service supplied by ProJoules BV for any shortcomings as soon as possible.
2. If a product delivered or service provided does not meet the expectations which the client may reasonably have under the agreement, the client must inform ProJoules BV of this as soon as possible, but in any case within one week after the discovery of the shortcomings.
3. The client must give as detailed a description as possible of the shortcoming(s), so that ProJoules BV are able to respond adequately.
4. The customer must demonstrate that the complaint relates to an agreement between the parties.

Notice of default

1. The client must give ProJoules BV notice of default in writing.
2. It is the responsibility of the client to ensure that a notice of default actually reaches ProJoules BV (in time).

Joint and several liability of Client

If ProJoules BV enters into an agreement with several customers, each of them shall be jointly and severally liable for the full amounts which they owe to ProJoules BV under that agreement.

Liability ProJoules BV

1. ProJoules BV shall only be liable for any damage which the Client suffers if and to the extent that such damage was caused intentionally.
2. If ProJoules BV is liable for any damage, it shall only be liable for direct damage which results from or is connected with the execution of an agreement.
3. ProJoules BV shall never be liable for indirect damage, such as consequential damage, loss of profit, missed savings or damage to third parties.

4. If ProJoules BV is liable, this liability shall be restricted to the amount paid out by a (professional) liability insurance entered into and in the absence of (full) payment by an insurance company of the amount of the damage, the liability shall be restricted to the (part of the) invoice amount to which the liability relates.
5. All images, photographs, colours, drawings, descriptions on the website or in a catalogue are only indicative and only apply approximately and cannot be a reason for compensation of damage and/or (partial) dissolution of the agreement and/or suspension of any obligation.

Expiry period

Any right of the client to compensation from ProJoules BV shall in any event expire 12 months after the event from which the liability arose directly or indirectly. This does not exclude the provisions of Article 6:89 of the Civil Code.

Right of dissolution

1. The Client shall be entitled to dissolve the agreement if ProJoules BV imputably fails to fulfil its obligations, unless this failure does not justify dissolution due to its special nature or minor importance.
2. If ProJoules BV is not permanently or temporarily unable to fulfil its obligations, dissolution may only take place after ProJoules BV has been in default.
3. ProJoules BV shall be authorised to dissolve the agreement with the client if the latter fails to fulfil his obligations under the agreement either fully or in time, or if ProJoules BV becomes aware of circumstances which give it good reason to fear that the client will not be able to fulfil his obligations properly.

Force majeure

1. In addition to the provisions in article 6:75 of the Civil Code, ProJoules BV cannot be held accountable for any shortcoming in the fulfilment of any obligation towards the client in a situation independent of the will of ProJoules BV, as a result of which the fulfilment of its obligations towards the client is wholly or partly prevented or as a result of which the fulfilment of its obligations cannot reasonably be expected from ProJoules BV.
2. The force majeure situation as referred to in paragraph 1 shall also include - but not be limited to -: a state of emergency (such as civil war, insurrection, riots, natural disasters, etc.); non-performance and force majeure of suppliers, deliverers or other third parties; unexpected power, electricity, internet, computer and telecom failures; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work interruptions.
3. If a situation of force majeure arises which prevents ProJoules BV from fulfilling one or more obligations to the client, these obligations shall be suspended until ProJoules BV can fulfil them again.
4. From the moment that a situation of force majeure has lasted for at least 7 calendar days, both parties may dissolve the agreement in writing in whole or in part.
5. ProJoules BV shall not be liable for any compensation or damages in the event of force majeure, not even if it gains any advantage as a result of the force majeure.

Amendments to the agreement

1. If, after the agreement has been entered into, it appears necessary for its implementation to amend or supplement the contents thereof, the parties shall amend the agreement accordingly in good time and in mutual consultation.

Amendment of general terms and conditions

1. ProJoules BV shall be entitled to amend or supplement these general terms and conditions.
2. Changes of minor importance may be made at any time.
3. ProJoules BV will inform the Client of any major changes in content in advance as much as possible by e-mail.
4. Clients are entitled to terminate the agreement in the event of a substantial change to the general terms and conditions.

Transfer of rights

1. Rights of the client from an agreement between parties may not be transferred to third parties without the prior written consent of ProJoules BV.
2. This provision is a clause with effect under property law as referred to in section 3:83(2) of the Civil Code.

Consequences of nullity or voidability

1. If one or more provisions of these general terms and conditions prove to be null and void or voidable, this shall not affect the other provisions of these terms and conditions.
2. A provision which is void or voidable shall in that case be replaced by a provision which comes closest to what ProJoules BV had in mind when drawing up the conditions on that point.

Applicable law and competent court

1. Any agreement between the parties shall be exclusively governed by Dutch law.
2. The Dutch court in the district where ProJoules BV has its registered office is exclusively authorised to take cognisance of any disputes between parties, unless the law prescribes otherwise.

In case of ambiguities or differences of opinion between the parties regarding our General terms and conditions of ProJoules BV in this English version, the Dutch version shall prevail.

Drawn up on 05 January 2022.