

## **Article 1. Definitions**

In the context of these General Terms and Conditions the definitions have the following meaning:

- 1.1 General Terms and Conditions: these General Terms and Conditions, applicable for the legal relation between the Client and HatRabbits. Using the Services and/or Products from HatRabbits is considered as awareness of these General Terms and Conditions, as well as acceptance thereof;
- 1.2 Agreement: any agreement of service provision or other Agreement that HatRabbits concludes with the Client and all Agreements and/or commitments arising from or relating to this.
- 1.3 Employee: a natural person who is employed at or associated with HatRabbits, whether or not based on an employment contract;
- 1.4 Order: the Agreement (of order) whereby HatRabbits commits itself towards the Client to perform certain Services and/or supply Products;
- 1.5 Quotation: the free offer made by HatRabbits to the Client;
- 1.6 The Client: the natural person or legal entity that has given HatRabbits the order to perform Services / supply Products or other work activities;
- 1.7 Parties: HatRabbits and the Client jointly;
- 1.8 Work activities: all assigned Work activities to be performed by HatRabbits for the benefit of the Client and that have been accepted by HatRabbits as well as the Work activities agreed in the Agreement between HatRabbits and the Client as well as all Work activities arising from this for HatRabbits;
- 1.9 Products/Services: all Products and/or Services from HatRabbits to be supplied or delivered to the Client, including, among others, giving lectures, training courses and workshops, and performing and/or supervising innovation projects;
- 1.10 Intellectual property: all intellectual property rights of HatRabbits, including the copyright, rights on drawings and models and trademark;
- 1.11 Personal data: any data about an identified or identifiable natural person;
- 1.12 Days: all calendar days;
- 1.13 Office hours: Monday to Friday from 9:00 hours to 17:30 hours;
- 1.14 Force Majeure: any circumstance beyond the control of HatRabbits – even when this was to be foreseen in the company of HatRabbits or its suppliers at the time that the Agreement was concluded and furthermore all circumstances whereby compliance of the Agreement cannot reasonably be requested from HatRabbits;
- 1.15 Non-accountable failure: among others, war, threat of war, rebellion, fire, factory disruption, strike, malfunction of systems/software, blockades, exclusion, traffic disruption, sickness of staff, the non-compliance or late compliance of their obligations by third parties;
- 1.2 HatRabbits: HatRabbits is a tradename of the commercial partnership "HatRabbits" registered at the Chamber of Commerce under number 84817275.

## **Article 2. Applicability**

- 2.1 These General Terms and Conditions apply on all Quotations, Orders and Agreements, whatever they are called, whereby HatRabbits commits itself or will commit itself to perform Services and/or supply Products for the benefit of the Client, as well as all work activities arising from this for HatRabbits. These General Terms and Conditions are in any case applicable on all Agreements in relation to the performance and/or supervision of innovation projects and giving lectures, training courses and workshops.

- 2.2 Deviations and/or additions to these General Terms and Conditions are only valid if these have explicitly been agreed in writing. This agreement never implies that the deviating conditions of the Client are also applicable on other Agreements between HatRabbits and the Client.
- 2.3 If any condition in these General Terms and Conditions is in breach with a condition stipulated in the Agreement, the condition stipulated in the Agreement applies regarding the contradiction.
- 2.4 If any provision of these General Terms and Conditions is invalid, the other provisions in these General Terms and Conditions remain in force. The relevant invalid provision(s) will be replaced by another, valid, provision that will approach the intended effect of the invalid provision as much as possible.
- 2.5 The applicability of the General Terms and Conditions of the Client are explicitly rejected by HatRabbits.
- 2.6 When these General Terms and Conditions are once applicable between Parties, this agreement implies that these General Terms and Conditions will also apply on other (future) Agreements between HatRabbits and the Client.
- 2.7 Provisions from these General Terms and Conditions will not apply, if and insofar mandatory legal regulations object to this. If a provision based on this ground would be invalid under circumstances, the most favourable regulation for HatRabbits applies and all other provisions remain in full force.
- 2.8 If there is confusion regarding the explanation of one or more provisions from these General Terms and Conditions, the explanation must take place 'in the spirit' of these provisions.
- 2.9 If a situation arises between parties that is not regulated in these General Terms and Conditions, this situation must be assessed 'in the spirit' of these General Terms and Conditions.

### **Article 3 Concluding of the agreement**

- 3.1 A Quotation made by HatRabbits is always without obligations. A Quotation is valid for 14 days.
- 3.2 An Agreement between HatRabbits and the Client is concluded at the moment that the Client agrees with a Quotation or at the moment that HatRabbits has confirmed the Agreement between Parties in writing.
- 3.3 If the agreements made between Parties contain typing and/or spelling mistakes, HatRabbits will not be bound to these and HatRabbits will be given the opportunity to correct these mistakes.
- 3.4 Requests for service provision from HatRabbits are considered to be done by people/representatives of the legal entity that are authorised to do so.
- 3.5 Regarding the work activities for which in relation to the nature and scope no Agreement was concluded, the invoice applies as order confirmation, which is considered to correctly display the Order or Agreement.
- 3.6 All Orders and/or Agreements apply as exclusively being given to HatRabbits, also if it was the explicit or tacit intention that the order will be performed by a certain person. The provision of article 7:404 Civil Code, that has a regulation for the latter case, and the provision of article 7:407 paragraph 2, that establishes a joint and several liability for cases where two or more people have been given an order, are excluded.

#### **Article 4 Cancellation of the order**

- 4.1 HatRabbits reserves the right to cancel or interim stop Orders or Agreements without stating a reason.
- 4.2 Cancellation or adjustment of the Agreement by the Client, based on legal requirements and the applicable Agreement between Parties, gives HatRabbits the right on compensation for made costs, including costs arising from contractual or other obligations towards third parties, as well as damage compensation due to loss of profit.

#### **Article 5 Prices and payment conditions**

- 5.1 Agreed prices are exclusive vat, travelling costs and material costs, unless agreed otherwise.
- 5.2 The (hourly) rates of HatRabbits are based on the performance of work activities during office hours. If HatRabbits must perform work activities outside office hours, HatRabbits can possibly charge an allowance for this. If this is the case, HatRabbits will always report this to the Client.
- 5.3 If the Clients buys Services and/or Products from HatRabbits, HatRabbits will invoice after delivery of each completed stage. HatRabbits will only start the Work activities for the next stage after payment of the completed previous stage. If the Service from HatRabbits includes giving a workshop, training course or lecture, HatRabbits will send the invoice afterwards.
- 5.4 The payment term for invoices from HatRabbits is 14 days.
- 5.5 HatRabbits has the right - if HatRabbits deems this to be necessary or desirable - to engage third parties for the performance of the Order it has received. If this is the case, HatRabbits will specify the costs for this in the Quotation and/or Agreement.
- 5.6 The Client explicitly renounces the right on discount or debt settlement. Furthermore, the Client, by law and without requiring a summons or notice of default, will already be in default and in failure towards HatRabbits before the expiring of the mentioned payment term if the Client requests receivership or is declared bankrupt.
- 5.7 Any invoice or claim is considered as a separate claim of HatRabbits on the Client.
- 5.8 If the Client or third party does not pay within the term mentioned in article 5.4, the Client is in default only by the expiration of that term, without this requiring any further notice of default.
- 5.9 In all cases whereby the Client is in default towards HatRabbits, the following is the result by law:
  - a. HatRabbits has the right to immediately suspend or terminate the service provision;
  - b. The Client owes the legal trade interest on the main amount or on the unpaid part of the main amount;
  - c. The client owes to HatRabbits the collection costs that are the result of non-payment or late payment, both the judicial as extrajudicial costs. The extrajudicial collection costs are owed by the Client as soon as HatRabbits has engaged the assistance of a bailiff or an attorney/lawyer for the outstanding amount. The collections costs are 15% of the main amount increased with legal interest with a minimum of €40.-.
- 5.10 At January first of each calendar year, HatRabbits is allowed to increase its rates. Whenever this is the case, the Client will be informed in writing about the increase. The Client has the right to terminate the agreement as of January first if the

adjustment is higher than the increase in the CBS index for hourly wages for service companies.

#### **Article 6 Extra work**

- 6.1 HatRabbits has the right to charge a reasonable amount of extra work to the Client against the rate of HatRabbits that is applicable at that moment. With extra work HatRabbits also means Work activities which are not included in the Quotation and/or Order confirmation, but which are necessary for a good performance of the Agreement.
- 6.2 If HatRabbits receives a (verbal) order from the Client regarding Work activities that have not been agreed, and the Client has accepted this work after the extra work was performed, or at least has not objected to the extra work, HatRabbits may assume that the extra work is done at the explicit request of the Client against the prices and rates used by HatRabbits.

#### **Article 7. Delivery of services**

- 7.1 The delivery of Products and/or Services can be done at once or in parts, by choice of HatRabbits. Where delivery is mentioned below this also includes part delivery.
- 7.2 The Client understands that adjustment of the Agreement can result in a longer delivery time. If this is the case, HatRabbits will inform the Client of this as soon as possible.
- 7.3 The delivery times and/or other data agreed between Parties are no deadlines. HatRabbits makes every effort to meet the mentioned delivery times/data, however cannot guarantee these.
- 7.4 If the Client does not provide information on time or otherwise causes a delay of the (part) delivery, HatRabbits can charge costs for this.

#### **Article 8. Obligations of the Client**

- 8.1 The Client ensures that all data and/or information required by HatRabbits for a good performance of the Agreement, is provided to HatRabbits on time and complete.
- 8.2 If the Client does not provide the necessary data and/or information to HatRabbits on time, HatRabbits has the right to suspend the performance of the Agreement. In that case HatRabbits can charge costs as a result of the delay.
- 8.3 In case HatRabbits delivers login data, usernames and/or passwords to the Client during the performance of the Agreement, the Client is not allowed to disclose this data to third parties without the written approval for this from HatRabbits.

#### **Article 9 Force majeure**

- 9.1 If HatRabbits cannot meet its obligations due to a non-attributable permanent failure, it has the right to completely or partially terminate the Agreement by written notice, within a reasonable period, without HatRabbits being obliged towards the Client to pay any damage compensation – and also compensation of possible gained advantage.
- 9.2 A failure that cannot be attributed to HatRabbits is marked as permanent if the relevant performance cannot be carried out within a reasonable period after the circumstances have occurred. The reasonable period is considered to be at least 14 days.



- 9.3 If the performance can be carried out within a reasonable period the failure is not permanent and neither HatRabbits, nor the Client can terminate the Agreement. The obligation of HatRabbits to perform is suspended without HatRabbits being obliged towards the Client to pay any damage compensation or advantage allowance.

#### **Article 10 – Confidentiality**

- 10.1 Parties guarantee the confidentiality of all data received from the other party of which one knows or should know that this has a confidential nature, unless a legal obligation requires disclosure of this data. In any case Data is considered as confidential if this is marked as such by any of the parties. Confidential information includes in any case any letter, program, software and customer data. This confidentiality applies for a period of five (5) years after termination of the Agreement between parties.
- 10.2 The Client is not allowed to use the data made available by HatRabbits, for any other purpose than for which this data was obtained.
- 10.3. The parties are not bound to the obligations mentioned in article 10.1 and 10.2 if:
- the relevant information was already known to the relevant party before being received from the other party;
  - the relevant information was already public knowledge before being received from the other party;
  - the relevant information becomes public knowledge after being received from the other party;
  - when the relevant information must be disclosed based on a legal obligation;
  - Both parties have given permission to disclose the relevant information.

#### **Article 11 – Privacy**

- 11.1 When HatRabbits must process Personal data for the performance of its Services/Products, the Client is marked as the responsible person and HatRabbits as the processor in the sense of the Data Protection Law.
- 11.2 The Client guarantees that the Personal data was not illegally obtained, nor that this breaches any rights of third parties. The Client indemnifies HatRabbits from any claims that arise from the processing of Personal data.

#### **Article 12 Intellectual property**

- 12.1 Unless agreed otherwise in writing, all intellectual property rights related to the Products and/or Services of HatRabbits belong to HatRabbits. These rights are not transferred unless parties agree otherwise in writing.
- 12.2 Unless agreed otherwise in writing, the Client will only receive a non-exclusive and non-transferrable user right for the use of the Products and/or Services of HatRabbits. The Client may only use the Products and/or Services as described in the Agreement.
- 12.3 Unless agreed otherwise in writing, the user right as mentioned in article 12.2 only applies for the Netherlands.
- 12.4 The Client is not allowed to implement any changes or adjustments in the Products and/or Services of HatRabbits.
- 12.5 The Client is not allowed, without prior approval of HatRabbits, to remove the name of HatRabbits from the Product and/or Service.
- 12.6 Unless agreed in writing, HatRabbits is allowed to use materials arising from the Agreements, such as designs, software and documents for other and/or own purposes, including promotional purposes.
- 12.7 HatRabbits has the right the use the delivered services and/or products, as well as the name and/or the logo of the Client as reference.

### **Article 13 Quality of the services**

- 13.1 The delivery of a Service and/or Product is done by way of a concept document on which the Client can give feedback. If the Client has not expressed any complains after the acceptance period has expires, the Client is considered to have accepted the Service and/or Product. The acceptance period is maximum two weeks after HatRabbits has delivered the concept document, unless parties have agreed otherwise.
- 13.2 If the Client has sent an acceptance report to HatRabbits during the acceptance period, HatRabbits is considered to have delivered the Service and/or Product after the complains in the relevant acceptance report have been solved.
- 13.3 The Work activities that HatRabbits performs during the acceptance procedure are a maximum 30% of the Work activities agreed between the Parties. If more Work activities are required in the acceptance procedure, HatRabbits will charge these Work activities as extra work conform the rates of HatRabbits that are applicable at that moment.
- 13.4 If the Service and/or Product is delivered in parts, HatRabbits has the right to suspend the further development of the Product and/or Service till the Client has gone through the acceptance procedure for the previous part.
- 13.5 Complains about the Service and/or Products never give the right to suspend the payment obligations.

### **Article 14. Liability and indemnities**

- 14.1 With the performance of the Agreement HatRabbits will use all care and expertise that can be reasonably expected from HatRabbits. HatRabbits it not liable for damage of whatever nature if it relied on inaccurate and/or incomplete data provided by the Client, unless the inaccuracy or incompleteness should be known to HatRabbits.
- 14.2 HatRabbits is not liable for any direct or indirect damage suffered by the Client, including consequential damage, that is related to a failure by HatRabbits or by people engaged by HatRabbits in the performance of the Agreement, unless this concerns intent and/or gross negligence.
- 14.3 HatRabbits is not liable for the loss, adjustment or damage of data or documents, nor for the loss of passwords by the Client.
- 14.4 Any claim on HatRabbits expires after a period of twelve (12) months after this has become due.
- 14.5 The Client indemnifies HatRabbits against any (product) liability by third parties as a result of a defect/failure in the Service and/or Product of HatRabbits.
- 14.6 If HatRabbits, with consideration of the aforementioned, can be held liable, this liability is limited to the insured amount that qualifies for payment under the (business) liability insurance of HatRabbits. If the damage is not covered by the insurance or the insurer does not pay out in any case, the liability is limited to maximum twice the invoice amount of the relevant Agreement or twice the invoice amount of the total of the last three (3) months, all this always with a maximum of € 5,000.-.
- 14.7 The Client indemnifies HatRabbits against all claims from third parties, for which HatRabbits is not liable under the aforementioned.
- 14.8 The burden of proof related to any alleged liability of HatRabbits lies with the Client. The Client accepts this burden of proof.

### **Article 15 Termination and cancellation of the agreement**

- 15.1 In all cases whereby HatRabbits terminates an Agreement and/or Order with the Client by written notice, the Client is obliged to compensate HatRabbits for all damages, costs and loss of profit and must return to HatRabbits all documents and/or Products already delivered by HatRabbits. The documents and/or Products remain for the risk of the Client till HatRabbits has received and approved these.

### **Article 16 Right to suspend**

- 16.1 If the Client does not correctly or not timely comply with any obligation that arises for him from an Agreement concluded with HatRabbits, as well as in case of bankruptcy or receivership or liquidation of the Client, the Client is legally considered to be in default and HatRabbits has the right, without any notice of default or legal intervention, to suspend the performance of the Agreement, till the obligation is met. In case HatRabbits suspends the performance of the Agreement or completely or partially terminates the Agreement, any claim it has or will have on the Client will be due immediately and at once.
- 16.2 The Client is obliged to immediately inform HatRabbits if (one of the) circumstances occur(s) as mentioned in article 16.1 or if there is talk of force majeure on which basis the Client cannot comply with his obligations towards HatRabbits or cannot provide any information about facts and circumstances that (partly) influence the assessment of a situation that is of interest for HatRabbits.

### **Article 17 Proof**

- 17.1 Regarding the applicable scope of the obligations from the Agreement concluded with HatRabbits – subject to proof by any means – the administrative data of HatRabbits are decisive.
- 17.2 Subject to proof by any means, the information mentioned on the invoice and/or Agreement applies as correct between the Client and HatRabbits.

### **Article 18 Other provisions**

- 18.1 The Client will not hire or approach any employees involved with the performance of the Work activities, whether or not temporarily, directly or indirectly being employed by the Client, or either directly or indirectly perform Work activities for the benefit of the Client, whether or not in employment, during the term of the Agreement or any extension thereof and during the 24 months afterwards.
- 18.2 If HatRabbits includes another legal status in its company or there is talk of a merger with another company these General Terms and Conditions will remain applicable on the concluded Agreement(s).
- 18.3 HatRabbits is free to transfer all its rights and obligations based on the Agreement to a third party. This does not require the approval of the Client.

### **Article 19 Applicable law**

- 19.1 All Agreements concluded with HatRabbits or commitments arising from these are exclusively subject to Dutch law.
- 19.2 In case of any dispute as a result of the Agreement on which these General Terms and Conditions applies, the court of Rotterdam has jurisdiction to be informed about the dispute.



**Article 20 Adjustment**

20.1 HatRabbits has the right to adjust these General Terms and Conditions. The adjusted provision(s) come(s) into force at the date indicated on the adjustment decision. On the website of HatRabbits a new version of the General Terms and Conditions can be read and downloaded after the moment of adjustment.

**Article 21 Effective date**

21.1 These General Terms and Conditions will come into force on 01-03-2017.

**Article 22 Correction clause trivialities**

22.1 If any provision from these General Terms and Conditions or from the underlying order/agreement may completely or partially be void and/or invalid and/or not enforceable, this due to any legal regulation, court ruling or otherwise, this will not affect the validity of all other provisions of these General Terms and Conditions or the underlying order/Agreement.

22.2 If any provision from these General Terms and Conditions or from the underlying order/agreement may not be valid for a reason as meant in the previous paragraph, but could be valid if it would have a more limited range or scope, this provision – for the time being – will automatically apply with the most reaching or extensive limited scope or meaning for or in which it is valid.

22.3 Without prejudice to the provision in paragraph 2 parties can consult with each other, if desired, in order to replace the void or annulled provisions with new provisions. Whereby these new provisions will relate to the purpose and scope of the void or annulled provisions, as much as possible.