

## **General Terms and Conditions Simple. Virtual Assistant**

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General Terms and Conditions Simple. VA, located at 36 Groote Veen, 9761DH, in Eelde The Netherlands, registered with the Chamber of Commerce with number 66698278.

### **1. Definitions**

In these General Terms and Conditions, the following terms are used in the following meaning, unless explicitly stated otherwise.

- a. Simple. Virtual Assistant: Hereafter referred to as Simple. VA, registered with the Chamber of Commerce with number 66698278.
- b. Client: the legal person on whose behalf services are provided / work is performed and who acts on behalf of a business.
- c. Agreement: Simple. VA and the Client have entered into an agreement which states that Simple. VA provides administrative and / or secretarial services on behalf of Client.
- d. Parties: Simple. VA and Client.

### **2. Applicability**

- a. These conditions apply to every offer, quotation and Agreement between Simple. VA and Client on which Simple. VA has declared these conditions applicable insofar as the parties have not deviated from these conditions explicitly and in writing.
- b. The present conditions also apply to agreements of Simple. VA in the context of / an assignment where third parties are involved.
- c. The applicability of Clients or third parties purchasing or other conditions are expressly rejected.
- d. If one or more provisions of these General Terms and Conditions prove to be wholly or partially null and void, the other provisions will remain in force. In this case Client and Simple. VA will consult in order to agree on a new provision (s) to replace the original provision (s).
- e. Even though Simple. VA does not always require strict compliance with these conditions, this does not mean that the provisions do not apply, or that Simple. VA would in any way lose the right to demand strict compliance with the provisions of these terms and conditions in other cases.

### **3. Quotations, offers and prices**

- a. All quotations and offers from Simple. VA are without obligation, unless a period for acceptance has been set in the quotation or offer. If a term for acceptance has been set in the quotation, the offer and / or quotation will lapse when this term has expired.
- b. The Parties will make binding agreements in advance about the costs associated with drawing up a quotation or offer.
- c. Offers are based on information received from the Client. The Client guarantees that(s)he will provide Simple.VA with all necessary information in a timely and truthful manner.
- d. Simple. VA cannot be held to a quote or offer if the Client can reasonably understand that the quote or offer contains a mistake or error.
- e. All prices are exclusive of VAT and other government levies and exclusive of the costs of third parties engaged.
- f. Simple. VA is entitled to increase a fixed price if that increase results from an obligation by law or regulation or is caused by cost-determining factors that were not foreseeable at the start of the Agreement.
- g. Simple. VA reserves the right to the intellectual property of all provided designs, images, drawings and sketches. The Client must return these at Simple. VA's first request. Client is, without explicit permission from Simple.VA, not allowed to use any designs.
- h. Offers or quotations do not automatically apply to future orders.

### **4. Agreement**

- a. The Agreement is indefinite unless the Agreement states that the Agreement is valid for a specific period. In the case of a specific Agreement a start and end date must be mentioned.
- b. Simple. VA gives no guarantees about the results of the assignment.
- c. Simple. VA is entitled to engage a third party to carry out the assignment without prior approval by the Client. In that case, Articles 7: 404, 7: 407 paragraph 2 and 7: 409 of the Dutch Civil Code are expressly excluded.
- d. An agreed term for the completion of certain activities is never a strict deadline. If the deadline is not met, Simple. VA is granted an extra period to deliver. The extra period is never longer than the original delivery time.
- e. Any additions or changes to the agreed work desired by Client, hereinafter referred to as Additional hours, will be mentioned to Simple.VA in writing. A request for Additional hours must be made in writing by Simple. VA to be accepted. Additional hours will be charged according to the rate agreed in the Agreement, unless expressly agreed otherwise.

f. Offers are based on information received from the Client. The Client guarantees that (s)he will provide Simple. VA with all necessary information in a timely and truthful manner. Additional hours also apply if Simple. VA has to perform additional work as a result of the providing of incorrect or incomplete information by the Client.

g. Additional hours can affect the agreed delivery time.

h. Simple. VA is entitled to execute the agreement in different phases and to invoice the thus executed part separately.

i. If the agreement is executed in phases, Simple. VA can suspend the implementation of those parts that belong to a subsequent phase until the Client has approved the results of the preceding phase in writing.

j. The Client will notify Simple. VA in a timely manner in writing of changes in its postal and email address, bank account number and telephone number. Simple. VA may continue to regard the address provided by the Client as such until a new address has been provided.

## **5. Cancellation, termination B2B**

a. An Agreement concluded for a definite period of time cannot be terminated prematurely by the Client, unless continuation would be unacceptable according to standards of reasonableness and fairness. In that case, the notice period is one month. The cancellation must be made in writing. In the event of early termination and if the reason for the cancellation cannot be attributed to her, Simple. VA is entitled to payment of the full fee.

b. Simple. VA can prematurely terminate an Agreement for a definite period if there are serious reasons. The cancellation must be made in writing.

c. Parties can terminate the Agreement for an indefinite period with a notice period of one month. The cancellation must be made in writing. Client can be obliged to pay compensation.

d. The notice period does not apply if there is a (petition for) bankruptcy, suspension of payment, application of a statutory debt rescheduling scheme, being placed under guardianship, sequestration of more than three months, termination of the activities or sale of the business of one of the Parties.

## **6. Dissolution and suspension of the agreement**

a. The Agreement can be cancelled or suspended directly by Simple.VA if:

i. The Client does not fulfill its obligations, does not comply fully or in time or as Simple. VA has good grounds to fear that the Client will not meet its obligations.

ii. On the side of the Client there is bankruptcy, suspension of payment, application of a statutory debt rescheduling scheme, under receivership, sequestration of more than three months, termination of the work or sale of the company.

- b. Simple. VA can suspend the implementation of the agreement if the Client does not provide Simple. VA with all the information that is necessary for its correct implementation truthfully and in a timely manner.
- c. Simple. VA can terminate the agreement if fulfillment of the Agreement has become permanently impossible or if execution of the Agreement cannot reasonably be expected of Simple.VA.
- d. Additional costs arising from Clients non-cooperation will be billed to the Client.
- e. If Simple. VA proceeds to suspension or dissolution of the Agreement, Simple. VA's claims are due and payable immediately.
- f. Simple. VA is not obliged to compensate damage and costs that would arise from a suspension or dissolution.
- g. If dissolution or suspension is attributable to the Client, Client is obliged to pay any direct and indirect damage to Simple. VA.

## **7. Retention of title**

- a. All by Simple. VA delivered goods remain the property of Simple. VA until the Client fulfills all its payment obligations towards Simple. VA. Items in which ownership has not yet been transferred may not be sold, pledged or otherwise encumbered.

## **8. Complaints, complaints, expiry times**

- a. The client must submit a written complaint to Simple. VA within 8 days after (s)he has discovered or should have discovered a defect in the service provided. In the event that the complaint has not been made within the beforementioned 8 days, the option to complain about this defect expires.
- b. Client allows Simple. VA the opportunity to investigate a complaint or have it investigated.
- c. If a complaint is unfounded, costs made by Simple. VA are for the account of the Client.
- d. A (presumption of) right of complaint does not entitle Client to suspend a payment obligation.
- e. Contrary to the statutory limitation periods, the limitation period of all claims and defenses of the Client against Simple. VA one year.

## **9. Payment and collection**

- a. Payment must be made within the payment term indicated on the invoice.
- b. If the Client does not pay on time, he owes the statutory (commercial) interest plus 2% from the moment the payment term has passed until the moment of payment.
- c. Payments are firstly deducted from costs, then from accrued interest, then from principal sums and interest.
- d. The client is never entitled to suspension and / or settlement.
- e. If the Client cannot fulfill the terms of the Agreement with the (timely) fulfillment of any (payment) obligation, then in addition to the agreed sum and interest, all further costs incurred in obtaining payment out of court will be paid to the Client. In the case that the Client is unable or unwilling to fulfill payment obligations to Simple. VA, then the Client (among other things) owes the extrajudicial (collection) costs to Simple. VA. In that case, in deviation from Article 6:96 paragraph 5 of the Dutch Civil Code, in deviation from the Decree on compensation for extrajudicial collection costs, Simple. VA will also be entitled to compensation and payment of the extrajudicial (collection) costs, which will then be set at an amount equal to 15% of the total outstanding principal with a minimum of € 250 for each invoice that is partially or completely unpaid.

## **10. Liability and force majeure**

- a. Simple. VA is not liable for damage of any kind caused by Simple. VA based on incorrect and / or incomplete information provided by or on behalf of the Client.
- b. Simple. VA will take out adequate insurance against entrepreneurial risks. If Simple. VA should be liable for any damage, then that liability is limited to a maximum of the invoice amount, at least to that part of the amount to which the liability pertains, or for the insured amount increased by the deductible, insofar as there is no premeditation or gross negligence on the part of Simple. VA.
- c. Simple. VA is only liable for direct damage. Simple. VA is never liable for indirect damage, including consequential damage, loss of profit, missed savings and damage due to business interruption.
- d. Simple. VA can, when Simple. VA is subject to force majeure suspend the obligations under the agreement. If this period lasts longer than 2 months, then each of the parties is entitled to dissolve the agreement, without obligation to pay compensation to the other party.
- e. If Simple. VA, at the time of the occurrence of force majeure, has already partially fulfilled or will be able to fulfill its obligations under the agreement, Simple. VA is entitled to

invoice the already fulfilled or to be fulfilled part separately. The Client is obliged to pay this invoice.

### **11. Confidentiality**

a. Parties are obliged to maintain confidentiality during the term and after termination of the Agreement about all facts and particulars that have become known to them in the context of this Assignment, of which they know or can reasonably suspect that they are confidential.

### **12. Electronic mail**

a. Within the framework of the Agreement, communication between Parties may take place by means of electronic mail.

### **13. Indemnification of third parties**

a. The Client indemnifies Simple. VA for any claims from third parties that suffer damage in connection with the execution of the agreement and the cause of which is other than Simple. VA is attributable.

b. If Simple. VA should be sued by third parties for that reason, then the Client is obligated to assist and support Simple. VA both in and out of court and must do everything that can be expected of him in that case without delay. If the Client fails to take adequate measures, Simple. VA, without notice, is entitled to do so itself. All costs and damage on the side of Simple. VA and third parties created as a result thereof will be fully for the account and risk of the Client.

### **14. Disputes and applicable law**

a. Any agreement between Simple. VA and the Client are governed by Dutch law.

b. Disputes will initially be brought before the competent court in Simple VA.'s place of business, unless otherwise required by law. Simple. VA, however, remains authorized to bring the dispute before the competent court of the Client's domicile or residence.