

TERMS AND CONDITIONS OF MARKVANDELAAK.COM

Disclaimer: The Dutch version of this document is the only legally binding version. The English document is for translation purposes only. Wherever the English version differs from the Dutch version, the Dutch version applies.

We advise that you carefully read these Terms and Conditions so that you are aware of your rights and duties under the Agreement between you and us. You shall be identified as the Commissioning Party.

Article 1. Definitions

1. In these Terms and Conditions the following terms, identified by capital letters, shall have the following meaning:

markvandelaak.com	the sole proprietor markvandelaak.com, with registered office at (5245BN) Rosmalen at Octaafstraat 45;
Terms and Conditions	these terms and conditions of markvandelaak.com;
Service	the service provided by markvandelaak.com;
Intellectual Property Rights	all intellectual property rights, such as copyrights, trademark rights, law of patents, trade name rights, database rights and related rights, including related rights such as rights to knowhow and domain names.
Commissioning Party	you, the commissioning party and counterparty of markvandelaak.com of the Agreement;
Agreement	the agreement for services between markvandelaak.com and Commissioning Party specifying the Services;
Party(-ies)	markvandelaak.com and/or Commissioning Party.

Article 2. Applicability

1. The Terms and Conditions apply to every Agreement between markvandelaak.com and Commissioning Party. Possible general conditions of the Commissioning Party are

hereby explicitly rejected.

2. Derogations from and additions to the Agreement are exclusively valid when Parties agree in writing to them.
3. These Terms and Conditions also apply to the provision of the Services by the other party, when the Commissioning Party involves other Parties in order to provide the Services.
4. markvandelaak.com is entitled to amend these Terms and Conditions. Substantive changes enter into force one (1) month after publication. Changes in the Terms and Conditions do not affect an existing Agreement.

Article 3. Establishment of the Agreement

1. Offers of markvandelaak.com are non-committal, unless a period of validity is included in the offer. If no acceptance period is included, the offer will always expire after 14 days.
2. If the Commissioning Party assigns without a preceding offer to markvandelaak.com, markvandelaak.com is only bound to this assignment after it has confirmed this in writing to the Commissioning Party.
3. An offer for the provision of multiple services does not force markvandelaak.com to the provision of a part of the Services in this offer at a corresponding amount of the price.
4. Offers, quotations and rates do not automatically apply to re-orders and/or new assignments.

Article 4. The Service

1. markvandelaak.com always provides its services according to an obligation of means and will not guarantee the result of its service unless Parties explicitly agree otherwise in writing.
2. markvandelaak.com will implement the Agreement to the best of one's knowledge and ability and in accordance with the laid down requirements for a professional party. If and as far as a proper implementation requires this, markvandelaak.com has the right to let third parties execute certain activities, at the discretion of markvandelaak.com. The applicability of articles 7:404, 7:407 and 7:409 BW will explicitly be excluded.
3. An agreed term is considered as a final deadline, only when that is explicitly determined in writing in the Agreement. In all other cases the agreed term shall be regarded as indicative.
4. markvandelaak.com is entitled to the execution of the activities in parts or phases, whereby every part or every phase separately can be invoiced.

Article 5. Commissioning Party's obligations

1. The Commissioning Party undertakes to provide all necessary information and cooperation which markvandelaak.com requires in order to provide the Services. markvandelaak.com may suspend the activities as long as Commissioning Party does not comply to the obligation in this provision. markvandelaak.com shall never be liable for any damage and/or delay caused by not, not timely, or flawed complying to the duty of disclosure and obligation to cooperate as referred to in this article.

Article 6. Termination of the Agreement

1. The duration of the Agreement is determined in the Agreement itself.
2. markvandelaak.com is allowed to terminate the Agreement in writing at all times with due regard to a period of notice of one month. markvandelaak.com shall not be required to provide any form of compensation or financial remuneration caused by an (intermediate) termination.
3. The Client may terminate the Agreement prematurely, whereby a notice period of at least 2 months applies.
4. Either Party will have the right to terminate the entire Agreement or partially with immediate effect if the other Party goes bankrupt or is granted a moratorium, including the case of termination or liquidation of the company of the other Party.
5. If the Agreement is terminated at any time and at that moment Services have already been implemented, the already implemented Services and the related payment obligation of the Commissioning Party will not be subjected to any obligation to undo, unless the Commissioning Party can prove that markvandelaak.com is in default with regard to specifically the Services. The amounts that have been invoiced prior to the termination by markvandelaak.com regarding the proper implementation or delivered performance in the framework of the Agreement remain due in full and are repayable on demand at the moment of termination.
6. The Commissioning Party is liable to third parties for the consequences of the cancellation and will protect markvandelaak.com against resultant claims of these third parties.

Article 7. Remuneration and payment

1. All amounts as mentioned in an offer or Agreement are expressed in Euros and are provided excluding VAT and possible other imposed charges by the government, unless mentioned differently.
2. Commissioning Party shall settle the invoice within the period of fourteen days after

the invoice date. If payments are not made in due time, this instalment shall be considered as the final deadline, and the Commissioning Party will be in default without further notice of default.

3. If the Commissioning Party believes that the amount of the invoice is incorrect, or that there is any other inadequacy in the invoice, he shall immediately inform markvandelaak.com accompanied by convincing evidence of its position. Contestation of (a part of) an invoice does not suspend the payment obligation of the Commissioning Party with regard to (the undisputed part of) an invoice.
4. markvandelaak.com is entitled to change its rates at any time. markvandelaak.com shall inform the Commissioning Party at least 2 (two) months prior to an adjustment of rates. If markvandelaak.com has announced an adjustment of rates, the Commissioning Party may terminate the Agreement until the moment that the adjustment of rates enters into force. The Commissioning Party must take a notice period of one month into consideration with that.
5. markvandelaak.com is entitled to annually increase its rates in accordance with the Consumer price index, as published by Statistics Netherlands, without this providing the right to denounce or terminate otherwise for the Commissioning Party.

Article 8. Intellectual Property Rights

1. All Intellectual Property Rights that rest on documents or materials that the Commissioning Party delivers to markvandelaak.com in the framework of the execution of the Agreement, remain at all times with the Commissioning Party. Commissioning Party provides a worldwide, non-exclusive and sublicensable license to markvandelaak.com to use the delivered materials for the execution of the Agreement.
2. The Intellectual Property Rights which lie with markvandelaak.com when entering into the Agreement, remain with markvandelaak.com.
3. If and to the extent that with the execution of the Agreement, Intellectual Property Rights arise on the outcome of the Services, these Intellectual Property Rights shall rest with Commissioning Party. markvandelaak.com will already transfer these Intellectual Property Rights to the Commissioning Party, on condition that the Commissioning Party has paid all the owed amounts to the Contractor.

Article 9. Liability

1. The liability of markvandelaak.com is limited to compensation of direct damage regardless of the reason for the liability.
2. Direct damage shall only mean:
 - a. Property damage, only within the meaning of article 3 paragraph 3 of Dutch Civil

Code;

- b. Reasonable costs for the prevention of property damage, to the extent that the Client can prove that these expenses have led to a limitation of the direct damage within the meaning of the Agreement;
 - c. Reasonably made expenses by the Client in order to determine the cause and size of the damage, to the extent that the determination relates to the direct damage within the meaning of the Agreement;
 - d. Reasonably made costs that have to be made by the Client in order to correspond to the performance of markvandelaak.com.
3. markvandelaak.com is not liable for other damage than direct damage, such as lost profits, lost sales, loss of expected savings and other similar financial losses, as well as loss of goodwill or name or reputation and all other damage which is not covered by the abovementioned direct damage.
 4. To the extent that markvandelaak.com is liable, this liability is limited to maximally the paid compensation by the Commissioning Party under the Agreement .
 5. The right of the Client to claim compensation expires at least one (1) year after the event that caused the damage took place.

Article 10. Miscellaneous

1. Commissioning Party is not entitled to transfer arising rights and/or obligations from the Agreement to third parties without permission of markvandelaak.com, unless Parties have agreed otherwise in writing.
2. If any provision of this Agreement is or becomes invalid or non-binding, Parties remain bound to the other provisions. Parties shall replace the invalid provisions in proper consultation with another provision which is valid and approximates the intention of Parties as far as possible.
3. Dutch law applies to the Agreement. All disputes shall in the first instance be presented to the competent court in the district where markvandelaak.com is located.