



M.E. Solutions

for complete online enterprise resource planning systems

General terms and conditions

version 1.1



M.E. Solutions
for complete online enterprise resource planning systems

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Article 1 Definitions

In these General Terms and Conditions the following terms have the following meanings:

- 1.1 Offer: every offer, tender and/or quotation without obligation (including appendices, documentation and images etc.) from M.E. Solutions.
- 1.2 General Terms and Conditions: the present general terms and conditions of M.E. Solutions, which are also applied by Move Solutions as Move Solutions is part of M.E. Solutions.
- 1.3 M.E. Solutions: the sole trader M.E. Solutions, established at Barnsteen 27, 1718 DG in Hoogwoud.
- 1.4 Provision of Service: every form of provision of service in the broadest sense of the word, for which an Assignment is provided to M.E. Solutions.
- 1.5 Information carriers: carriers of digitally saved data intended for the recording, processing, sending, reproduction, or publication with the aid of equipment, of texts, images, or other data, all this in the broadest sense of the word.
- 1.6 Tender: every offer and quotation without obligation (including appendices, documentation and images etc.) from M.E. Solutions to the Client.
- 1.7 Online products: all online items that are the subjects of an Agreement, including but not limited to, equipment, software, websites, games, Apps, data files and/or other products and materials.
- 1.8 Assignment: the assignment for the execution of work.
- 1.9 Client: the party who acts in the course of a profession or company and who has provided the Assignment, or as the case may be the party who has the intention to provide an Assignment for the execution of work to M.E. Solutions.
- 1.10 Agreement: every agreement concluded between the Client and M.E. Solutions.
- 1.11 Parties: The Client and M.E. Solutions jointly.
- 1.12 Products: all physical items that are the subject of an Agreement.
- 1.13 Proofs: the typesetting proofs, printing proofs and/or other proofs provided by M.E. Solutions to the Client.



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- 1.14 In writing: all communication by regular mail, by email, by fax or any other means of communication, which can be considered to be equivalent thereto having regard to the art of technology and generally accepted applicable standards.
- 1.15 SEA: search engine advertising.
- 1.16 SEO: search engine optimisation.

Article 2 Applicability of the General Terms and Conditions

- 2.1 The General Terms and Conditions apply, with the exclusion of purchase, or other general terms and conditions of the Client, to the Offer, Tenders, Sales, Deliveries and Provision of Service, and also form an integral part of all Agreements and all further agreements.
- 2.2 Any earlier reference made by the Client to the Client's personal or other general terms and conditions is expressly rejected by M.E. Solutions and therefore not accepted. Amendments of this Agreement and derogations from these General Terms and Conditions will only have effect if they have been agreed between Parties and they must be recorded in writing.
- 2.3 M.E. Solutions retains the right to amend the General Terms and Conditions at any time. The amended General Terms and Conditions will apply from the time when M.E. Solutions has informed the Client of the amendment, always provided that with regard to Offers issued already, the General Terms and Conditions that were in effect on the day when the Offers were issued will apply.
- 2.4 If any provision of these General Terms and Conditions are regarded as null and void by a court with competent jurisdiction, are declared void, or otherwise declared to be non-binding, the other provisions of these General Terms and Conditions will not be affected and therefore will remain in full effect. In that event Parties will enter into consultation in order to agree to new provisions to replace the null and void or voided provisions, in the course of which the objective and effect of the original provisions will be taken into consideration if and insofar as possible.



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Article 3 Offers and Tenders

- 3.1 All Tenders are without obligation, unless expressly agreed otherwise. All Offers are without obligation, unless expressly agreed otherwise.
- 3.2 If an Offer, or as the case may be a Tender, has a limited period of validity or takes place subject to conditions, this will be stated expressly in the offer.
- 3.3 No right can be derived in any manner whatsoever from the Offer, or as the case may be Tender, if the product to which the Offer, or as the case may be Tender, relates ceases to be available in the interim.
- 3.4 M.E. Solutions cannot be bound by its Offer, or as the case may be Tender, if the Client can reasonably understand that the Offer, or as the case may be Tender, or a part thereof, contains an obvious error or a clerical error.
- 3.5 The Client guarantees the completeness and accuracy of the data provided by or on behalf of the Client to M.E. Solutions, on which M.E. Solutions bases its Offer or Tender.
- 3.6 A combined quotation will not oblige M.E. Solutions to the execution of a part of the Assignment at a corresponding part of the price stated. An Offer, or as the case may be Tender, will not apply automatically to future orders.
- 3.7 The acceptance of an Offer, or as the case may be Tender, by the Client means that the Client agrees to the applicability and contents of these General Terms and Conditions.



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Article 4 Agreement

- 4.1 The Agreement will come into effect and will only be binding if M.E. Solutions has confirmed this in writing.
- 4.2 If the Client has accepted the Offer by electronic means, M.E. Solutions will promptly confirm the receipt of the acceptance of the Offer by electronic means.
- 4.3 If reservations or amendments vis-a-vis the Offer are included in the acceptance, the Agreement will only come into effect after M.E. Solutions has confirmed in writing to the Client that it agrees to these reservations or derogations.
- 4.4 Verbal promises made by, and arrangements with M.E. Solutions' employees will only bind M.E. Solutions if and insofar as these are confirmed in writing by M.E. Solutions.
- 4.5 Although M.E. Solutions will use the necessary carefulness during the wording of its Offer, or as the case may be Tender, including but not limited to, price lists, brochures and other data that can in any manner indicate (will indicate) any (future) legal relationship between M.E. Solutions and the Client, the Client can never derive any justified reliance with regard to the accuracy of the data included therein, unless expressly agreed otherwise in writing. Images, drawings, photographs, statement of measurements, examples, specifications and further descriptions by M.E. Solutions in catalogues, circular letters, or products offered otherwise, will not be binding and are only for the purpose of giving a general impression of the product range that M.E. Solutions can offer, unless M.E. Solutions has stated otherwise expressly in writing and without prejudice to the obligation on the part of M.E. Solutions to guarantee the accuracy and completeness of the measurements and data stated by it. M.E. Solutions will not be obliged to any (subsequent) delivery under any circumstances.
- 4.6 A notice period of six weeks applies to every form of subscription entered into by the Client with M.E. Solutions. Notice must take place in writing.



Article 5 Prices and rates

- 5.1 All prices and rates are excluding turnover tax, other taxes, duties, which are levied or implemented for the delivery of goods and services and other duties imposed by authorities, any costs to be incurred in the context of the Agreement, including but not limited to, travel and accommodation, dispatch and administrative costs, unless expressly agreed otherwise in writing. However, these taxes and duties will be charged on to the Client.
- 5.2 If, after the Agreement has come into effect, pursuant to this Agreement, any freight and dispatch costs, insurance premiums, import duties, taxes and other duties imposed by authorities nationally and abroad, and to be paid by M.E. Solutions, are increased in the interim, M.E. Solutions will have the right to charge on these increases in the prices.
- 5.3 In the event of a price change by M.E. Solutions of the originally agreed price within three months after the concluding of the Agreement (in the event whereby Parties have not agreed to a periodical payment obligation on the part of the Client), the Client will be entitled to terminate in writing the Agreement, within seven days after the Client has taken note of the price change, or as the case may be could have taken note thereof. M.E. Solutions will never be obliged to pay any compensation. Termination on the basis of this article will not be possible if the price increase is the result of a situation as included in article 5.2 or 5.5. Termination on the basis of this article will also not be possible if the price increase is the result of a situation as included in article 5.7.
- 5.4 In the event of a periodically agreed payment obligation on the part of the Client, M.E. Solutions will be entitled to annually increase the prices and rates on the basis of the price index figures (the services price index) as recorded and published by Statistics Netherlands (Dutch CBS). The year 2010 (2010=100) applies as the base year for the services price index. In addition M.E. Solutions will be entitled (whether or not at the same time as the annual increase, or as the case may be in the interim) to adjust the applicable prices and rates in writing with a period of at least three months. If the Client does not wish to agree to a periodically agreed (interim) rate adjustment and/or in the event of a periodically agreed payment obligation, the rate adjustment results in a higher price/rate than after adjustment with due regard to the services price index, the Client will be entitled to terminate the Agreement in writing within thirty days after the Client has taken note of the price change, or as the case may be could have taken note thereof, with effect from the date on which the change would have come into effect. M.E. Solutions will never be obliged to pay any compensation.



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- 5.5 The prices of the Products are also based on the suppliers' prices and exchange rates applicable at the time of the concluding of the Agreement, unless expressly stated otherwise. In the event of an increase of one or more cost factors, after the day of the sale but prior to the day of delivery, M.E. Solutions will be entitled to increase the offered or agreed price accordingly, even if the increase occurs resulting from foreseeable circumstances. This will also apply mutatis mutandis if the Products have become more expensive resulting from an exchange rate change. The sale prices that apply on the day of delivery will be applicable.
- 5.6 M.E. Solutions will be entitled to increase the agreed price if M.E. Solutions is obliged to execute extra work, or as the case may be is obliged to incur costs resulting from:
- Labour-intensive, unclear and/or incomplete text, copy, sketches, drawings, designs, originating from the Client;
 - inferior and/or incomplete computer software and/or (data) files originating from the Client;
 - an inferior and/or incomplete manner of delivery of text, copy, sketches, drawings, designs, data files by the Client;
 - changes made by the Client in the specifications, including author's corrections and/or changed instructions after the receipt of the designs, as well as Proofs;
 - extra work/facts that were unknown at the time of the coming into effect of the Agreement.
- 5.7 All cost estimates and budgets issued by M.E. Solutions are only for indicative purposes, unless M.E. Solutions makes this otherwise apparent in writing. The Client can never derive any rights or expectations from a cost estimate or budget issued by M.E. Solutions. An available budget made apparent by the Client to M.E. Solutions will never apply between Parties as an agreed (fixed) price for the goods and services to be executed by M.E. Solutions. M.E. Solutions will be obliged to inform the Client, exclusively if this has been agreed in writing between Parties, of any pending exceeding of a cost estimate or budget issued by M.E. Solutions.



Article 6 Payment

- 6.1 Unless expressly agreed otherwise in writing, the payment by the Client to M.E. Solutions must take place without any deduction, reduction, compensation, or set-off, within 30 (in words: thirty) days after the invoice date. This payment term must be regarded as a final deadline.
- 6.2 All payments must be made to an account to be designated by M.E. Solutions, all this if not otherwise agreed in writing.
- 6.3 If there are good grounds in existence that the Client does not, or does not in a timely manner, or will not fulfil the Client's obligations, the Client will be obliged upon first request from M.E. Solutions to immediately provide sufficient security in the form required by M.E. Solutions and if necessary to supplement this for the fulfilment of all the obligations of the Client. M.E. Solutions will be entitled to suspend fulfilment of its obligations for as long as the Client has not complied with this.
- 6.4 If the Client has not paid within the period set out in accordance with article 6.1, or as the case may be has not paid within the further agreed period, the Client will be in default by operation of law and M.E. Solutions will have the right, without further demand or notice of default, to charge statutory (commercial) interest to the Client from the due date over the outstanding amount until the date of payment in full, without prejudice to the other rights accruing to M.E. Solutions.
- 6.5 All judicial and extrajudicial (collection) costs reasonably incurred by M.E. Solutions, as a result of the non-fulfilment by the Client of the payment obligations on the part of the Client, will be at the Client's expense. The extrajudicial costs are determined at 15% (fifteen percent) of the amount to be claimed, which will be with a minimum of € 500 (in words: five hundred Euro).
- 6.6 The payments made by the Client will always serve to settle all statutory interest and costs owed, and thereupon to settle the due and payable invoices, which have been outstanding the longest, even if the Client states that the payment relates to a later invoice.



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- 6.7 If M.E. Solutions has a claim against the Client, M.E. Solutions will be entitled to suspend all work and further goods and services for the benefit of the Client and/or the Provision of Service for the Client, until payment in full has been received from the Client.

Article 7 Provision of service

- 7.1 M.E. Solutions will be obliged during the performance of the Agreement, to act with the due care, which can be reasonably expected from it under the given circumstances. M.E. Solutions will make endeavours to perform the Agreement to the best of its knowledge and ability and in accordance with high standards. All Provision of Service (including but not limited to company automation, search engine optimisation and (web) hosting, will be executed on the basis of an obligation to use best endeavours, unless and insofar as M.E. Solutions has expressly promised a result in writing in the Agreement and the result concerned is furthermore described in a sufficiently precise manner.
- 7.2 M.E. Solutions will determine the manner in which the Provision of Service will be executed. M.E. Solutions will, if possible, take the responsible instructions provided by the Client in a timely manner with regard to the Assignment, into consideration. Parties acknowledge that the success of the work in the field of information and communication technology (including but not limited to the proper specification, design and development of Online products) as a rule depends on correct mutual cooperation in a timely manner. If the Client, in the context of providing cooperation to the performance of the Agreement, deploys the Client's personnel and/or auxiliary persons, this personnel and these auxiliary persons will have the necessary knowledge, expertise and experience. M.E. Solutions will never be liable for (shortcomings on the part of) these persons who are deployed by the Client.
- 7.3 The Client will always provide M.E. Solutions in a timely manner with all data and information and full cooperation, which are deemed useful, necessary or desirable by M.E. Solutions, in order to make proper performance of the agreement by M.E. Solutions possible. The Client will be responsible in this context for ensuring that all data, which M.E. Solutions states is necessary, or which the Client reasonably ought to understand is necessary, for the execution of the Provision of Service, will be provided in a timely manner to M.E. Solutions. If the data necessary for the execution of the Provision of Service



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is not provided in a timely manner, or is provided incomplete to M.E. Solutions, M.E. Solutions will have the right to suspend the performance of the Agreement and/or to charge the Client for the extra costs ensuing from the delay in accordance with the rates usual in that event. The performance periods will not commence until after the Client has made the data available to M.E. Solutions. M.E. Solutions will not be liable for damage of whatsoever nature, due to the fact that M.E. Solutions has proceeded from incorrect and/or incomplete data provided by the Client. The Client will always guarantee the accuracy, completeness and consistency of the data, specifications and designs provided to M.E. Solutions, also if the data, specifications and designs originate from a third party. Inaccuracies, incompleteness and inconsistencies will always be at the Client's expense and risk.

- 7.4 Unless agreed otherwise in writing, the Client will bear the risk of the selection, the use, the application and the management within the Client's organisation of the Online products, the Products, and the manner of use and application of the Provision of Service. If, during the performance of the Agreement, computer, data and telecommunication facilities are used, including the internet, the Client will be responsible for the correct choice of the resources required for this and for the full availability thereof in a timely manner (including also but not limited to the most popular and most recent browsers), with the exception of the facilities that are under M.E. Solutions' direct use and management. The Client is personally responsible for ensuring the correct installation, assembly, and putting into use as well as for the correct settings of the Online products and Products. M.E. Solutions will never be liable for damage or costs due to transmission errors, breakdowns, or the unavailability of these facilities, unless there is intention/wilful recklessness.
- 7.5 M.E. Solutions will be entitled to execute the Provision of Service in various stages and to invoice separately for the part thus executed. If the Agreement is performed in stages M.E. Solutions can suspend the performance of those parts that belong to a following stage until the Client has approved the results of the previous stage in writing. In such an event M.E. Solutions will never be obliged to pay any compensation to the Client.
- 7.6 M.E. Solutions will be entitled, during the execution of the Assignment, to (also) involve one or more persons who are not directly or indirectly associated with M.E. Solutions, if this is desirable in the opinion of M.E. Solutions for the purpose of the optimal execution of the Assignment for Parties. The applicability of section 404, section 407 subsection 2 and section 409 Book 7 of the Civil Code is expressly excluded in that event.



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- 7.7 If work is executed, at the Client's location or at a location designated by the Client, by M.E. Solutions or by a third party engaged by M.E. Solutions in the context of the Assignment, the Client will be responsible for arranging, free of charge, the facilities reasonable required by this/these employee(s). The Client will in addition set up and maintain the environment and workplace of this/these employee(s) in such a manner, and will also take such measures and provide such instructions for the execution the work, as is reasonably necessary to prevent that this/these employee(s) suffer damage/injury (in the broadest sense of the words) during the execution the work. The costs attached to all measures that are mandatory, on the basis of health and safety regulations, for the performance of the Agreement, are at the Client's expense.
- 7.8 The Client will be obliged to inspect (have inspected) the Proofs provided to the Client in the context of the performance of the Agreement, immediately after receipt thereof, to the extent to which this can be reasonably expected from the Client. Unless agreed otherwise in writing, the Client must as soon as possible, but no later than within five (5) working days after receipt of the Proofs, inform M.E. Solutions in writing of whether or not the Client approves the Proofs provided. If the Client omits to inform M.E. Solutions within the period referred to, the Client will be deemed to have approved the Proofs. M.E. Solutions will not be liable for derogations, errors and defects that have not been noticed by the Client after the approval of the Proofs.
- 7.9 If it has been agreed that M.E. Solutions will be the intermediary for the Client during the acquisition of a domain name and/or IP addresses, the application, granting, withdrawal, relocation and any use of a domain name and/or IP address will apply as depending on and subject to the applicable rules and procedures of the registration authority concerned, including (but not limited to) the Foundation for Internet Domain Registration in the Netherlands. The authority concerned will decide on the granting of a domain name and/or IP addresses. M.E. Solutions will only play an intermediary role during the application and does not give any guarantee that an application will be granted. Domain names will be registered in the Client's name and the Client will be fully responsible for the use of the domain and the domain name. The Client indemnifies M.E. Solutions against any claims by third parties related to the use of the domain name, also if M.E. Solutions has not provided any intermediary services during the acquisition of the domain name.



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- 7.10 It applies without prejudice to the provisions of this article that, if it has been agreed that M.E. Solutions will provide SEO for the Client, M.E. Solutions will make endeavours for a statement that is qualitatively as high as possible in the most often used Dutch search engines and, if expressly agreed in writing, international search engines. M.E. Solutions will make endeavours to achieve a top 10 position, but always retains the right to derogate from this if there are, including but not limited to, words that are difficult to position, spam, non-indexing of the search engine(s), or non-indexing or rejection of the URL by the search engines due to technical aspects or specifications of the website, or as the case may be technical imperfections. M.E. Solutions will never provide guarantees to the Client for the positions to be achieved in the search engines.
- 7.11 Without prejudice to the provisions of this article, it applies that if it has been agreed that M.E. Solutions will provide SEA for the Client, M.E. Solutions will make endeavours for a statement that is qualitatively as high as possible in the sponsored links and/or search results in accordance with the search engines selected with the Client and/or the networks and/or specific websites linked thereto, with due regard to the maximum costs recorded with the Client per click and the total campaign budget during the agreed advertising period. M.E. Solutions will never provide the Client with any guarantees with regard to SEA.
- 7.12 Without prejudice to the provisions of this article it applies that, if it has been agreed that M.E. Solutions provides SEO and/or SEA for the Client, the (statistical) data provided by or on behalf of the Contractor will always be of an indicative nature. The Client cannot derive any rights from this data. In the event of SEA it will also apply that the Client is aware of the fact that visitors' numbers, clicks, page views, and other similar statistical data with regard to website visits and visitors' behaviour can differ per measuring instrument.
- 7.13 Without prejudice to the provisions of this article it applies that, if it has been agreed that M.E. Solutions will provide hosting services for the Client, M.E. Solutions will only have an intermediary role between the hosting party and the Client. All responsibilities and liability related to and with regard to the hosting services are vested in the hosting party.
- 7.14 The Client will be obliged to comply with the (ethical) guidelines, netiquette and the rules (of conduct) of third party/third parties, which are/will be engaged by M.E. Solutions for the benefit of the Client. The aforesaid rules (of conduct) include in any event, but are not limited to, the following obligation vested in the Client, namely that the Client undertakes not to develop any activities that:



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- can cause damage in any manner to equipment or software of M.E. Solutions and/or of the third parties engaged by M.E. Solutions;
- are in conflict with the rules and arrangements applicable on the internet for the processing of email, including but not limited to:
 - the sending of unwanted email, or as the case may be postings on forums of any type that are in conflict with the rules that are applicable locally, which can be traced back to M.E. Solutions and/or the third party/third parties engaged by M.E. Solutions and/or the equipment, software, website and/or other tangible or intellectual property of the third party/third parties engaged by M.E. Solutions made available by the third party/third parties engaged by M.E. Solutions to M.E. Solutions for the use thereof;
 - run an “open relay” mail server which receives email for a domain hosted by the third party/third parties engaged by M.E. Solutions;
 - are punishable, or can initiate the committing of criminal acts, or can result in actions under criminal law, or under civil law against M.E. Solutions and/or the third party/third parties engaged by M.E. Solutions, or are in conflict with netiquette (the rules and arrangements applicable on the internet), including but not limited to hacking, dissemination of child pornography material, dissemination of viruses, material that is protected by copyright, or as the case may be codes to make use thereof;
 - have the objective to corrupt the administrative records kept up to date by M.E. Solutions and/or the third party/third parties engaged by M.E. Solutions.



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Article 8 Delivery

- 8.1 Unless agreed otherwise in writing, M.E. Solutions will deliver the Online products to the Client on the agreed type and format of information carrier, or as the case may be by making use of (online) telecommunication facilities. M.E. Solutions will determine the manner of delivery (completion).
- 8.2 Unless agreed otherwise in writing the delivery by M.E. Solutions of Products will take place ex-factory, warehouse, or other storage space. The risk of loss, theft, damage, or decrease in value with regard to the Products to be delivered will transfer to the Client at the time of the delivery. M.E. Solutions will be entitled to deliver the Products by forward delivery. The time when the Products leave M.E. Solutions' business premises, or the time when the Products are ready for dispatch will apply as the time of the delivery. If delivery carriage-paid has been agreed and/or the Products will be transported by M.E. Solutions itself, the time of the delivery to the Client will apply as the time of the delivery.
- 8.3 The Client will be obliged to take delivery of the Products at the time when these are made available. If the Client refuses to take delivery or fails to provide the information or instructions that are necessary for the delivery, M.E. Solutions will be entitled to store the Products at the Client's expense and risk. The risk of loss, damaged or decrease in value will transfer to the Client at the time when the goods (including but not limited to Online products, Products, documents or data such as codes, passwords, documentation) are made available to the Client; if and as soon as the Client has reason to assume that an unauthorised person possibly has access to the Online products and/or data related thereto, such as codes, passwords, documentation, the Client must immediately inform M.E. Solutions of this.
- 8.4 The delivery period stated by M.E. Solutions is based on the circumstances known by M.E. Solutions at the time of the concluding of the Agreement and, insofar as depending on goods and services from third parties, on the data provided by these third parties to M.E. Solutions.
- 8.5 M.E. Solutions will make endeavours to achieve the stated delivery periods as much as possible. However, the delivery periods stated by M.E. Solutions will never be regarded as final deadlines.



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- 8.6 If delay arises in the delivery, the delivery period will be extended by such a period as will be reasonable taking all circumstances into consideration.
- 8.7 In the event of exceeding of the delivery period, or as the case may be any other circumstance, the Client will not have the right to refuse to take delivery nor any claim and/or right to compensation with regard to this. In the event of exceeding of the delivery period, the Client will not have any right to termination of the Agreement.
- 8.8 The Client is aware that any change of the Assignment can result in delay. Changes in the Assignment are therefore at the Client's expense and risk.
- 8.9 If Parties have not agreed that an acceptance test will be conducted after the delivery/completion of the Online products, the Client will accept the Online products in the condition in which they are at the time of the delivery/completion ('as is'), therefore with all potential visible/invisible errors and defects.
- 8.10 If Parties have agreed that the Client will conduct an acceptance test after the delivery/completion of the Online products, the test period will amount to fourteen days after the delivery, or (if an installation to be executed by M.E. Solutions has been agreed) after the completion of the installation. The Client is not permitted to use the Online products for productive or operational purposes during the test period. The Client will conduct the agreed acceptance test with sufficiently qualified personnel and with sufficient scope and depth on the (interim) results of the development work, and the Client will report the test results to M.E. Solutions in writing, in a clearly laid out and comprehensible manner.
- 8.11 If Parties have agreed that the Client will conduct an acceptance test after delivery/completion of the Online products, the Client will be obliged to test under the Client's responsibility whether the delivered Online products conform to the functional or technical specifications made apparent in writing by M.E. Solutions, and in the event that the Online products concern, wholly or in part, made-to-measure work, that these comply with the functional and technical specifications agreed in writing between Parties. Unless agreed otherwise in writing, any assistance provided by or on behalf of M.E. Solutions during the conducting of an acceptance test will be fully at the Client's expense and risk.



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- 8.12 If it appears during the conducting of the agreed acceptance test that the Online products contain errors, the Client will inform M.E. Solutions of the errors no later than on the last day of the test period, by means of a detailed test report in writing. M.E. Solutions will make efforts to the best of its capacity to remedy the errors referred to within a reasonable period, whereby (if and insofar as applicable) M.E. Solutions will be entitled to affix temporary solutions. Errors as referred to in this article include the failure to fulfil the functional or technical specifications expressly agreed between Parties in writing, which are reproducible and can be made demonstrable by the Client.
- 8.13 The Online products will be considered as accepted between parties if:
- Parties have not agreed to an acceptance test: at the delivery/completion as referred to in subclause 1 of this article, if Parties have agreed in writing that M.E. Solutions will install the Online products at the Client's location, at the completion of the installation;
 - Parties have agreed to an acceptance test: on the first day after the test period, or (if M.E. Solutions receives a test report as referred to in the previous subclause of this article prior to the end of the test period), at the time when the errors stated in this test report are remedied, without prejudice to presence of imperfections, which in accordance with the following subclause of this article, do not prevent acceptance and therewith delivery. If and insofar as the Client makes any use, prior to the time of express acceptance, of the Online products referred to on the basis of the Agreement, for productive or operational purposes, the Online products will apply as fully accepted from the commencement of the use referred to above.
- 8.14 It is not permitted to withhold the acceptance of the Online products on grounds that are not related to specifications expressly agreed between Parties, and furthermore not due to the existence of minor errors, which do not reasonably prevent the operational or productive putting into use of the Online products. It is furthermore not permitted to withhold the acceptance due to aspects of the Online products that can only be assessed subjectively, such as aesthetical aspects and aspects concerning the design of the user interfaces.
- 8.15 If the Online products are delivered and possibly tested in stages and/or parts, the non-acceptance of a specific stage and/or part will not affect the delivery and any acceptance of an earlier stage and/or another part.



Article 9 Inspection at the delivery of Products

- 9.1 The Client will be obliged to immediately inspect (have inspected) the delivered Products after delivery, to the extent to which this can be reasonably expected from the Client.
- 9.2 Complaints with regard to missing or non-ordered Products that are noticed, or as the case may be reasonably could have been noticed, during an inspection, must be immediately reported by the Client to M.E. Solutions, but in any event within one (1) working day after delivery, in writing (with sending of the packing list), subject to precise statement of the nature and the ground of the complaints.
- 9.3 Complaints with regard to defects of Products that cannot or could not be noticed within the period referred to in the previous subclause of this article, must be reported to M.E. Solutions within five (5) working days after these became known to the Client, or reasonably should have become known, in writing, subject to precise statement of the nature and ground of the complaints.
- 9.4 In the event of noticing of a defect as referred to in the previous subclause of this article, the Client will be obliged to cease any use of the Products, and to ensure the preservation of the Products acting as a prudent debtor, and to take the necessary measures to limit the damage suffered as much as possible. The Client will thereby strictly follow the instructions from M.E. Solutions and will provide full cooperation to M.E. Solutions to the inspection into and of the defect noticed and the circumstances related thereto, such as the treatment and the use of the Products. In the event of complaints regarding the quality of the Products, these must remain saved for inspection by M.E. Solutions and must be forwarded to M.E. Solutions after permission in writing from M.E. Solutions.
- 9.5 If the Client does not fulfil, or has incompletely, or improperly fulfilled the provisions of article 9.1 up to and including 9.4, every claim on the part of the Client concerning this will lapse. If the Client omits to submit complaints to M.E. Solutions within the periods set out in article 9.2 and 9.3, the Client will be deemed to have approved the Products and the Client will never be able to rely on the fact that the Products do not conform to the Agreement.
- 9.6 Minor derogations in quality, colour, dimension, weight, and external appearance that are usual in the trade, or that cannot be prevented for technical reasons, will not constitute any basis for complaints.



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- 9.7 Unless agreed otherwise in writing, return consignments are not permitted without prior permission from M.E. Solutions.
- 9.8 If it is ascertained that a Product is defective and a complaint in respect of this is made in a timely manner, M.E. Solutions will, within a reasonable period after receipt of the return thereof or, if returning is not reasonably possible, written notification related to the defect from the Client, at M.E. Solutions' choice, replace or ensure the arranging of the repair thereof, or pay alternative compensation to the Client. In the event of replacement the Client will be obliged to return the replaced Product to M.E. Solutions and to transfer the ownership thereof to M.E. Solutions, unless M.E. Solutions states otherwise.
- 9.9 If it has been ascertained that a complaint is unfounded, the costs, including the inspection costs, incurred due to this by M.E. Solutions, will be fully at the Client's expense.
- 9.10 In derogation from the statutory time limits, the time limit of all claims and defences towards M.E. Solutions and the third parties involved by M.E. Solutions in the performance of an agreement, amounts to one (1) year.

Article 10 Security

- 10.1 The Client will be obliged in the context of the Agreement to adequately secure the Client's systems and infrastructure (subject to the Client's personal responsibility), and always to have activated anti-virus software.
- 10.2 Without prejudice to the provisions of the previous subclause of this article, M.E. Solutions will always be entitled to take technical measures for the protection of the Online products against unlawful use and/or against use in another manner, or for purposes other than as agreed between Parties. The Client is prohibited from removing (have removed) or circumventing (have circumvented) the technical measures referred to in the previous sentence.



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Article 11 Personal data protection

- 11.1 The Client will, in the context of the Agreement, fulfil all the obligations vested in the Client in the field of privacy legislation.
- 11.2 The Client will treat all registered personal data of the employee(s) made available by M.E. Solutions, as referred to in article 7.7 of the General Terms and Conditions, which are made known by M.E. Solutions, prior to, during and after the Agreement, with confidentiality in conformity with the legislation applicable thereto. Unless agreed otherwise in writing, the Client will never make the personal data of the employee(s) made available by M.E. Solutions, available to third parties.

Article 12 Retention of title and recovery

- 12.1 The ownership of all Products sold and delivered by M.E. Solutions, with the exception of some Online products, will only transfer to the Client after the Client has fulfilled all the Client's payment obligations on the basis of the Agreement or similar agreements, in full and including financial penalties, interest and costs.
- 12.2 M.E. Solutions will be entitled at any time to repossess the property owned by it, in particular if the Client does not pay (in a timely manner), or as the case may be is presumed not to be able or prepared, or will not be able or prepared, to pay.
- 12.3 As long as the ownership of the delivered Products has not transferred to the Client, the Client will not be permitted to pledge the Products, or to grant any other right thereto to a third party, other than in the context of the usual operation of the Client's business, whereby the Client undertakes, in the event of credit sale, to stipulate retention of title from the Client's customers, on the basis of the provisions of this article.
- 12.4 All costs incurred and damage suffered by M.E. Solutions, during the period when the ownership of the Products delivered by M.E. Solutions has not yet transferred, will be at the Client's expense.



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Article 13 Intellectual property rights

- 13.1 All intellectual property rights to the information carriers, drawings, photographic recordings, litho, copy, compositions, models, diagrams, designs, data files, (digital) reports, checklists, advice, templates, sketches, software, applications, landing pages and other documents, made available by and/or provided by and/or originating from M.E. Solutions (and/or by/from M.E. Solutions' clients) belong to and are exclusively vested in M.E. Solutions, unless expressly agreed otherwise, or as the case may be belonging to a third party on the basis of the Agreement. M.E. Solutions retains all intellectual property rights with regard to the products of the mind, which M.E. Solutions uses or has used and/or develops and/or has developed in the context of the execution of the Assignment, and concerning which it has or can enforce the copyright or other intellectual property rights of.
- 13.2 The Client is not permitted, without prior permission in writing from M.E. Solutions, to wholly or in part, in whatsoever form disclose and/or reproduce, or otherwise use, the documents or their contents set out in the previous subclause of this article. If restrictions on use have been agreed between Parties, the Client will strictly adhere to the agreed restrictions. Breach of such restrictions on use will result in an attributable failure in the performance of the Agreement with M.E. Solutions, as well as an infringement of the intellectual property rights of M.E. Solutions/third party/third parties.
- 13.3 If M.E. Solutions has expressly made a licence available in writing to the Client, the Client will acquire (unless agreed otherwise in writing) a licence, which will be unrestricted in scope and duration, for the use of the protected (by copyright) works, which are made by M.E. Solutions and/or are made available by M.E. Solutions in the performance of the Agreement for the benefit of the Client, always provided that the licence applies only as soon as and for as long as the Client fulfils the (financial) obligations vested in the Client, and does not fail in the performance of the Agreement and the availability of the protected (by copyright) work. The intellectual property rights will always remain vested in M.E. Solutions; the Client is not permitted to sell, to lease, to dispose of, or to grant restricted rights to, or in any manner or for any purpose whatsoever, make the licenced items made available to the Client, available to a third party.



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- 13.4 The Client is exclusively permitted to only use the Online products for the benefit of the Client's own business, or organisation, and this will be exclusively for the intended use. Use by third parties of the licence referred to in the previous subclause of this article, or for work by the Client, which was not known by M.E. Solutions at the concluding of the Agreement, will only be permitted after express permission in writing from M.E. Solutions. The Client will, upon first request from M.E. Solutions, promptly provide full cooperation to an inspection to be conducted by or on behalf of M.E. Solutions (and/or M.E. Solutions' clients) (including but not limited to acquiring access to the Client's buildings and systems), if M.E. Solutions has indications that the Client is exceeding the scope of the licence provided to the Client, does not exclusively use the Online products in and for the benefit of the Client's own business or organisation and/or does not use these exclusively for the intended use and/or the client does not fulfil, or at least insufficiently fulfils the obligation vested in the Client, as recorded in article 10.2 of the General Terms and Conditions.
- 13.5 If M.E. Solutions grants a licence to the Client on the basis of the Agreement, the Client will only acquire the right of use, and not the source code of the Online products and the technical documentation made during the development of the Online products.
- 13.6 If M.E. Solutions designs and/or makes available software to the Client on the basis of the Agreement, the obligation on the part of M.E. Solutions will entail making the right of use and subject code of the software available, not consisting of the source code of the software and the technical documentation made during the development of the software.
- 13.7 If M.E. Solutions designs and/or makes a website/online game available to the Client, on the basis of the Agreement, the obligation on the part of M.E. Solutions will entail the making available of the website/game and the user documentation forming part thereof. M.E. Solutions will determine the language and the form of this user documentation provided by M.E. Solutions. Unless otherwise agreed in writing, M.E. Solutions provides only a non-exclusive, non-transferable, and non-sublicensable right of use of the website/game.



Article 14 Amendment and termination of the Agreement

- 14.1 If during the performance of the Agreement it appears that it is necessary for the proper performance thereof to amend or add to the Agreement, the Parties will in a timely manner and in mutual consultation proceed with adjustment of the Agreement. If the nature, extent or contents of the Agreement, whether or not on the request or instruction from the Client, or the competent authorities, et cetera, is amended and the Agreement is altered because of this from a qualitative and/or quantitative point of view, this can have consequences for that which was originally agreed to. Because of this the originally agreed amount can be increased or reduced. M.E. Solutions will, as far as possible, provide a quotation thereof in advance. Furthermore, an amendment of the Agreement can alter the originally stated performance period. The Client accepts the possibility of amendment of the Agreement, including the amendment of price and performance period.
- 14.2 If the Agreement is amended, including an addendum thereto, M.E. Solutions will be entitled to first give performance thereto after agreement is given for this by the authorised person within M.E. Solutions, and the Client has agreed to the price stated for the performance and other terms and conditions, including the time to be determined in that case, when performance will be provided. The non-performance or not immediate performance of the amended Agreement will not result in a shortcoming on the part of M.E. Solutions and is not a basis for the Client to terminate or cancel the Agreement.
- 14.3 Without thereby becoming in default, M.E. Solutions can refuse a request for amendment of the Agreement if this, from a qualitative and/or quantitative point of view, could have consequences, for example for the work to be executed or the Products to be delivered in that context.
- 14.4 M.E. Solutions can, in addition to the rights accruing under the Agreement and pursuant to the law, at any time terminate the Agreement in its entirety, or for the part not yet performed, without further notice of default and judicial intervention and liability for compensation on the part of M.E. Solutions towards the Client, and with immediate effect if:
- The Client does not fulfil one or more of the Client's obligations under the Agreement, or other agreements towards M.E. Solutions;
 - the Client is declared insolvent;
 - The Client applies for moratorium, or offers a payment arrangement to the Client's creditors;
 - a debt rescheduling is declared with regard to the Client pursuant to the Debt Management (Natural Persons) Act;
 - The Client proceeds with the liquidation of the Client's business;
 - attachment is levied on the Client's assets concerning substantial debts, or if the Client is unable to pay the due and payable debts or leaves the due and payable debts unpaid.



- 14.5 If a situation as referred to in the previous subclause of this article occurs and M.E. Solutions has delivered Products subject to retention of title to the Client, M.E. Solutions will be entitled to repossess the Products that have been delivered subject to retention of title, and will also be entitled to claim the amounts owed by it, without prejudice to the other rights accruing to M.E. Solutions, such as the right to compensation of costs, damage and interest, including also the costs of the repossession of the Products by M.E. Solutions.

Article 15 Liability

- 15.1 Without prejudice to the guarantee provisions, M.E. Solutions does not accept any liability whatsoever towards the Client for damage, arisen on whatsoever basis, including all direct and indirect damage, such as consequential damage or trading loss, with the exception of intention or gross negligence on the part of M.E. Solutions, on the part of employees working for M.E. Solutions and/or on the part of auxiliary persons engaged by M.E. Solutions.
- 15.2 If and insofar as any liability is vested in M.E. Solutions, on whatsoever basis, any liability on the part of M.E. Solutions, on the part of the employees working for M.E. Solutions and/or on the part of auxiliary persons engaged by M.E. Solutions, will be limited at any time to the amount, which the liability insurance taken out gives claim to, plus the amount of the deductible which is not borne by the insurer under the policy conditions.
- 15.3 If, for any reason whatsoever, no payment might take place pursuant to the insurance referred to in subclause 2 of this article, and if and insofar as any liability is vested in M.E. Solutions, on whatsoever basis, any liability on the part of M.E. Solutions, on the part of the employees working for M.E. Solutions and/or on the part of the auxiliary persons engaged by M.E. Solutions, will be limited at any time to the amount of the fee agreed to in the Agreement over a period not exceeding three (3) months.



- 15.4 The provisions under 15.1 up to and including 15.3 will only apply insofar as the liability on the part of M.E. Solutions pursuant to the law or the Agreement, including the provisions of the present General Terms and Conditions, is not already further limited than would ensue from the sole application under 15.1 up to and including 15.3.
- 15.5 M.E. Solutions will not be liable for damage, loss and destruction of items, materials or data, that are made available to it by or on behalf of the Client.
- 15.6 If a complaint with regard to delivered Products is considered to be well-founded in accordance with article 9.8, and the liability on the part of M.E. Solutions is established concerning this, M.E. Solutions will at its choice pay either compensation not exceeding the invoice amount of the delivery, or (if possible) replace the delivery free of charge, after the original delivery has been returned to it. M.E. Solutions will never be obliged to further compensation.
- 15.7 Without prejudice to the provisions of Section 89 Book 6 of the Civil Code the right to compensation will lapse in any event one (1) year after the incident from which the damage ensued directly or indirectly, and for which M.E. Solutions is liable.
- 15.8 The Client indemnifies M.E. Solutions against any claim and/or damage ensuing from quality defect and/or the use of the Products by third parties.
- 15.9 The Client indemnifies M.E. Solutions against all claims for damages by third parties with regard to the (actual) accuracy and the contents, in the broadest sense of the words, of the communication statements and other materials (including but not limited to statements via social media), produced on the Assignment from the Client, in conformity with the Agreement. The ultimate responsibility for the contents of the communication statements in the context of the Agreement is always vested in the Client.
- 15.10 The Client indemnifies M.E. Solutions against all claims by third parties including but not limited to hosting suppliers, if the Client does not adhere to the (ethical) guidelines, netiquette and/or the rules (of conduct) of the aforesaid third parties, being applicable to the Agreement, including but not limited to the rules included in article 7.14 of the General Terms and Conditions.



Article 16 Force majeure

- 16.1 If M.E. Solutions fails, due to force majeure, in the fulfilment of any obligation vested in it, M.E. Solutions will never be liable towards the Client for damage, arisen on whatsoever basis, and it will be entitled, at its choice and without judicial intervention, to either suspend the performance of the Agreement for no more than six months, or to terminate the Agreement wholly or in part, all this without being obliged to pay any compensation.
- 16.2 Force majeure is also taken to mean: every circumstance that is beyond M.E. Solutions' control, even if this was already foreseeable at the time of the coming into effect of the Agreement, which permanently or temporarily prevents the performance of the Agreement, as well as insofar as not already included (civil) war, threat of war, riot, (industrial) strikes, lack of personnel, transport difficulties, fire, weather conditions, epidemics, involuntary loss of possession, late delivery of materials and products by the importer/factory, supplier, obstructive government measures, sabotage, breakdown of the internet, computer network, or telecommunication facilities, and in general all unforeseen circumstances in the business, nationally as well as abroad. The above applies also if the circumstances as referred to above might occur with regard to, or in the business of factories, importers, or other traders, from whom M.E. Solutions purchases, or tends to purchase, its Products.

Article 17 The Client's constitution

- 17.1 If the Client has concluded an Agreement with M.E. Solutions in the Client's name, while the Agreement serves, or also serves, for the benefit of a legal entity, a general partnership, or a limited partner, or another third party, and for which the Client is authorised to represent these, the Client will be deemed to have acted for this legal entity, or this general partnership or limited partner, or this other third party, and the Client and the legal entity, or general partnership, or limited partner, or other third party will be jointly and severally liable towards M.E. Solutions.



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Article 18 Conflict of interests

18.1 The Client realises that M.E. Solutions can receive assignments from time to time from the Client's competitors. The Client allows M.E. Solutions to accept these assignments, whereby M.E. Solutions declares in such cases to make endeavours to take measures that will safeguard the Client's confidentiality and position.

Article 19 Use of the Client's name

19.1 Unless agreed otherwise in writing, M.E. Solutions will be permitted to use the Client's name, logo and/or the contents of the Assignment, as included in the Agreement, for M.E. Solutions' marketing purposes.

Article 20 Applicable law and disputes

- 20.1 The law of the Netherlands exclusively applies to all Agreements concluded by M.E. Solutions, which these General Terms and Conditions apply to wholly or in part. The United Nations Convention on Contracts for the International Sale of Goods (the 'Vienna Sales Convention') does not apply.
- 20.2 All disputes concerning, or ensuing from, or related to the Offers made, Provision of Service, deliveries, arrangements made, orders received, Agreements concluded, or as the case may be further agreements, concluded by M.E. Solutions, which the present General Terms and Conditions apply to, wholly or in part, will be adjudicated by the North-Holland District Court, location Alkmaar.