



# GENERAL TERMS & CONDITIONS

These General Terms and Conditions were last updated in 1 March 2023.

Please read these General Terms and Conditions carefully.

## 1. Interpretation

### 1.1 In these General Terms and Conditions the following words shall mean:

Client	Client means the natural or legal person with whom an Engagement is entered into, or intends to do so;
Confidential Information	The Parties are obliged to keep all Confidential Information secret provided to the other Party. Such Confidential Information may include, without limitation: (i) business and financial information, (ii) business methods and practices, (iii) technology and technological strategies, (iv) marketing strategies and (v) other such information (such as general know-how) each Party deems as Confidential Information;
Consultancy	The Consultancy Engagement Agreement between the Client and Engagement Consultant which defines the scope of the Engagement and the Services Agreement to be rendered by the Consultant, as well as the fee schedule for the agreed on Services; Specified on the website and invoice, or separate Engagement Agreement Document (where applicable).
Consultant	Weka B.V, trading as S.T. Business Design, whose registered office is located at Rustenburgerstraat 356-2, 1072 GT Amsterdam, the Netherlands, registered with the Chamber of Commerce under number 76099296;
Engagement	Engagement means any agreement or contract, in whatever form, reached between the Parties pursuant to which the Consultant agrees to render services to the Client in exchange for a fee plus costs;
Force Majeure	Force Majeure means any cause beyond the reasonable control of the affected Party, including, but not limited to, epidemics, war, riots, acts of the public enemy, fires, strikes, labour disputes, accidents, or any act in consequence of compliance with any order of any government or governmental authority;
General Terms and Conditions	These General Terms and Conditions ("Terms");
Party or Parties	The Party individually means the Client or Consultant, collectively the Parties means the Consultant and the Client together;
Platform	The software Platform used by the Consultant with which the Client, the Consultant and Third Parties engaged by the Consultant can communicate about and cooperate in the performance of the Engagement;
Project	Project means a specific Project, task, or Work to be performed by the Consultant, primarily for the purposes of the Client;
Services	The Consultancy Services to be performed by the Consultant as agreed on by the Parties and defined in the Engagement;
Third Party	A Third Party to be engaged with us for the full or partial performance of



	the Project;
Writing	By email or other written communication. Electronic communication is deemed to have been received on the day of dispatch, unless the other recipient proves the contrary;
Work	Work to be performed by the Consultant under these Terms, including (but not limited to) expert opinions, analysis, strategies and recommendations;
Working days	From 9 AM to 5 PM CEST on Mondays to Thursdays with the exception of recognised and official public holidays in the Netherlands.

1.2 References to “we”, “us” or “our” mean the Consultant. Reference to “you”, “your”, or “yours” refers to the Client.

1.3 Reference to the singular include the plural and vice versa and references to any gender include both genders. References to a person include any individual or entity.

1.4 References to “Section” mean the Section of these Terms.

## 2. Nature and scope of these Terms

2.1 We operate a professional Consultancy Company and in this regard, offer online Marketing and Consultancy Services (“Services”) for Business Strategy on our website [www.saskiathornton.com](http://www.saskiathornton.com) (“Website”).

2.2 These Terms apply to all products and Services that we deliver to you, to every Engagement that we concluded with you, and to all legal relationships and legal acts or other dealings resulting therefrom.

2.3 While all due care is used by our author(s) in the preparation of the Services to produce Services that may be useful to you, you use our Services at your own discretion.

2.4 You must be 18 (eighteen) years of age or older to use our Services, and by accepting these Terms you represent to us that you are 18 (eighteen) years of age or older. You may not use our Services or provide us with any personally identifiable information if you are under this age.

2.5 Deviations from these Terms are only valid if they have been explicitly agreed in writing by both Parties.

2.6 In the event of a conflict between provisions from an Engagement and these Terms, the provisions from the Engagement will prevail.

2.7 These Terms always take precedence over any purchase or other conditions used by you, unless otherwise agreed in writing by the Parties.

## 3. Communication

3.1 Any communication between the Parties must take place in writing, except insofar the Parties have explicitly agreed otherwise, or the law deviates therefrom.

## 4. Offers



- 4.1 All of our offers and other forms of communication are without obligation, unless we should indicate otherwise in writing.
- 4.2 Offers or other quotations lose their validity after one month from the date, unless stated otherwise in writing in the offer or quotation.
- 4.3 You guarantee the correctness and completeness of the information provided, with the exception of obvious typing errors, by or on behalf of you to us and on which information we have based our offer.

## 5. Conclusion, duration and termination

- 5.1 An Engagement is binding when it is concluded, agreed via booking, payment, and/or signed.
- 5.2 The Engagement will enter into force on the date as described in the Engagement and for the duration as mentioned in the Engagement.
- 5.3 In the event both Parties agreed on working per hourly fee, both Parties may terminate the Engagement for any reason at any time by serving notice of termination. A notice period of thirty (30) days must be taken into account.
- 5.4 In the event both Parties agreed on working for a fixed-price in regard for a Project, both Parties may terminate the Agreement at any time for any reason by serving notice of termination. A notice period of thirty (30) days must be taken into account. In this case, we have the right to charge you an early termination fee since you want to break the term of the Engagement. If an early termination fee is applicable, this is stipulated in your Engagement or agreement itself.
- 5.5 In the event both Parties agreed on a monthly, consultancy package for a fix monthly price, both parties may terminate the Agreement at any time for any reason by service notice of termination. A notice period of thirty (30) days before the following billing period must be taken into account.
- 5.6 In the event of termination by serving notice of termination, there will be no undoing of that which we have already delivered and/or have performed and the related payment obligation of you, unless you prove that we are in default with regard to the essential part of said performance. Amounts invoiced by us prior to the termination for that which we have already properly performed or delivered in the implementation of the Engagement, remain payable in compliance with the previous sentence and become immediately due at the time of the termination.
- 5.7 Each Party is entitled to dissolve the Engagement in whole or in part in the event of bankruptcy or suspension of payments of the other Party, as well as in the event of liquidation of the company of the other Party other than for the purpose of reconstruction or merger of companies.
- 5.8 Termination of the Engagement on the basis of an attributable shortcoming is only permitted after a written notice of default, as detailed as possible, setting a reasonable term for remedying the shortcoming, unless stipulated otherwise in these Terms or otherwise prescribed by law.
- 5.9 Provisions in these Terms that by their nature are intended to continue to apply after the end of the Engagement, will remain in full force after termination.

## 6. Performance of the Services

- 6.1 We shall determine in a fully independent manner, at our own discretion and without

your supervision and direction, in which and the person by whom the Engagement will be carried out, taking into account, as far as is feasible, the reasonable requests expressed by you.

6.2 We reserve the right to have the Services carried out in whole or in part by a Third Party. You agree to this in advance and will optimally contribute to the performance (joint or otherwise) of the Services by that Third Party. You acknowledge and accept that we have a relationship with a Third Party as a client, on the basis of a contract for services, and not as an employer. We take the utmost care when engaging a Third Party.

6.3 We will carry out the Services or have it carried out to the best of our insight and ability. The Services to be concluded between the Parties has the character of a best efforts obligation, unless we have explicitly promised a result in the Engagement and this result has also been sufficiently well defined in the Engagement.

6.4 You acknowledge and accept that the duration of an Engagement depends on various factors and circumstances, including the quality of the data and information provided by you and your cooperation and any other parties involved. Agreed delivery periods are therefore not strict deadlines unless the Parties have explicitly agreed otherwise in writing. In the event of an (imminent) overrun of a delivery period, the Parties will consult as soon as possible in order to take appropriate measures.

6.5 In case of any change of circumstances under which the Engagement is to be performed which cannot be attributed to us, we may make any such amendments to the Engagement as it deems necessary to adhere to the agreed quality standard and specifications. Any costs arising from or related to this change of circumstances will be fully borne by you.

## 7. Your obligations

7.1 You shall ensure that all data and information, of which we indicate that it is necessary or of which you should reasonably understand that it is necessary for the performance of the Engagement, is provided to us in a timely manner. Quotations and offers from us, as well as the Engagement concluded afterwards, are based on the information provided by you. Thus, you shall guarantee the correctness, completeness and reliability of any information provided to us.

7.2 You will provide all cooperation required by us that is reasonably necessary for the performance of the Engagement.

## 8. Acceptance and cancellation of a Service

8.1 A Service will be deemed to have been accepted by you if you have not substantiated in writing in detail within fourteen (14) Working Days after delivery why the Service is not accepted. If it is not accepted, we must modify or replace the Engagement within a reasonable period of time. If you again do not accept, the Parties will go through this acceptance procedure again until you have accepted it.

8.2 A Service is also considered accepted by you if and as soon as it has been or is used in whole or in part by you. A full or partial publication of a Project, Service or other item or product delivered by us to you will in any case be regarded as 'use'.

8.3 You may cancel the Engagement within forty-eight (48) hours after it has been made and we have not yet commenced the Work. You are not obliged to pay the agreed fee.

## 9. Fees and expenses

9.1 All fees are exclusive of turnover tax (VAT) and other product or service-specific

levies imposed by the authorities. All fees quoted are in the currency both Parties agreed upon and you must pay in accordance. Value Added Tax, where applicable, shall be shown separately on all invoices.

9.2 You agree to electronic invoicing by us.

9.3 All our invoices are due for as per the invoice date and must be paid in accordance with the payment conditions laid out in the invoice. You are neither entitled to suspend any payments nor to set off any of the sums due.

9.4 Any objection to an invoice must be done within seven (7) days after receipt of the invoice. Failing to do so, means the invoice is accepted by you. Any objections do not suspend the obligation to pay.

9.5 Any extra costs arising from or related to any delays in the completion of the Engagement stemming from the failure of you to duly make available the requested information and documentation to us, shall be fully borne by you.

9.6 Our prices may be subject to a price adjustment. We reserve the right to adjust our prices at any time. In the event there is an ongoing Engagement, we will inform you in a timely and reasonable manner before the price adjustment becomes effective. You are entitled to terminate this Agreement by serving notice of termination in writing within thirty (30) days following the notification of the adjustment, and effective from the date on which the new prices and/or rates would take effect.

9.7 If a price adjustment occurred solely in accordance with the Consumer Price Index, as published by Statistics Netherlands (CBS), this shall have no effect on current Engagements. We are entitled to implement the cost increase at a later date if this deems desirable from an administrative point of view.

9.8 If you should fail to pay the sums due or does not pay these on time, the statutory interest for commercial agreements of 8% is payable by you on any outstanding sum, without a reminder or notice of default being required. If you should fail to pay the sum due even after a reminder or notice of default, we can pass on the claim for collection and you are obliged to pay, within reason and in addition to the total sum due at that time, all judicial and extrajudicial costs, including all costs charged by external experts; all of which is without prejudice to any of our statutory and contractual rights. A minimum fee of € 40,= applies.

## 10. Intellectual Property Rights

10.1 Each Party shall continue to own its existing patents, trademarks, copyrights, trade secrets and other Intellectual Property, without conferring any interest therein on the other Party.

10.2 You shall not acquire any right, title or interest in our Intellectual Property by virtue of this Engagement or otherwise, except when explicitly determined otherwise by Parties in writing.

10.3 All Intellectual Property Rights vested in documents or materials provided by you to us in the context of the performance of the Engagement shall remain vested in you at all times. You grant us a worldwide, non-exclusive and (exclusively to the Third Parties involved) sub-licensable licence to use the materials supplied for the performance of the Engagement.

10.4 You grant and assign us the exclusive, sole, permanent, worldwide, transferable, sublicensable and unlimited reproduction rights, including the right to claim statutory copyright, on all Work created by us for you in the performance of the Engagement. However, both Parties can determine differently for different types of Work and under varying circumstances.

- 10.5 Upon complete fulfilment of your payment obligations in regard to our Work, we grant and assign you solely the exclusive, non-transferable and non sublicensable right to use the Work.
- 10.6 No Confidential Information or Work belonging to us may be photographed, sketched, painted or reproduced in any manner whatsoever without the express, written consent of us, unless both Parties have determined otherwise explicitly in writing. This copyright protection will continue in force indefinitely.
- 10.8 If you infringe our Intellectual Property rights, we are entitled to impose a due and payable penalty of € 500,= (five hundred Euros) for each day such breach continues, with a maximum fee of € 10.000,= (ten thousand Euros). The basis of the fine is the fact that we have only given you permission to use Work under the conditions stated by us.
- 10.9 We will hold you liable for all associated legal costs in the event of a violation as referred to in this Section.
- 10.10 The right to compensation does not expire due to the penalty provision as described in this Section.

## 11. Confidentiality

- 11.1 We shall keep secret and not disclose any Confidential Information obtained by us during the performance of the Services. The foregoing shall not apply to information which (i) is or becomes part of the public domain without fault on the part of the you; (ii) was already known by you, other than under an obligation of confidentiality, at the time of disclosure by you; (iii) is lawfully acquired by us from a Third Party on a non-confidential basis; or (iv) we are required to disclose pursuant to any law, lawful governmental, quasi-governmental or judicial order.
- 11.2 You acknowledge that all products, items, business or financial procedures, business methods and practices, technology and technological strategies, work and marketing strategies made available by us are always confidential in nature and contain trade secrets of us. Furthermore, you shall not disclose any of the aforementioned without our prior written permission.
- 11.3 Parties will only use Confidential Information for the purposes for which it has been provided, i.e. the performance of the Engagement and further fulfilment of the Engagement.

## 12. Warranties, liability and indemnification

- 12.1 We shall not be liable if the Services provided or the results generated by us are not absolutely correct, nor do we, or any person put forward by us to perform the Services, warrant, either expressed or implied, that the performance by us of the Services will not infringe upon Intellectual Property rights of any Third Party.
- 12.2 Should a Party be deemed liable to the other Party, by way of indemnity or by reason of breach of contract or otherwise, our liability shall in aggregate not exceed the price for the Services. In any event, neither Party shall be liable to the other Party for any consequential, indirect, special, incidental or exemplary damages of any nature whatsoever that may be suffered by the other party.
- 12.3 Our liability due to attributable shortcoming in the performance of the Engagement will in all cases only arise if you give us immediate and proper written notice of default, whereby a reasonable term is set for remedying the attributable shortcoming, and we continue to fail attributable in the fulfilment of our obligations, except in the case of a permanent attributable shortcoming. The

notice of default must contain a description of the shortcoming that is as complete and detailed as possible in order to enable us to respond adequately.

12.4 A condition for the arising of any right to compensation is always that you report the damage or loss to us in writing immediately after it has arisen. Any claim for damages against us lapses by the mere lapse of three months after the occurrence of the claim.

12.5 The use by you of our Work and Services is entirely at the your own risk and responsibility. We accept no liability for your use of our Work or Services. You indemnify us against any claims of others arising from your use of the products and Services.

12.6 If it should be apparent from the Engagement that you consist of several natural persons and/or legal persons, each of these persons is jointly and severally liable to us for the performance of the Engagement, these Terms, and/or any other contract or agreement subject to the aforementioned.

### 13. Force Majeure

13.1 If an event beyond a Party's control occurs which it could not reasonably have foreseen when the Engagement contract was entered into, and which it cannot reasonably be expected to overcome or avert the effects of, the other Party shall be notified immediately. If such an event occurs, the obligations of the Parties are postponed until the circumstances that prevent the services of the Party are altered or diminished so that the Services may be delivered. Neither Party will be deemed to be in breach of contract in cases of Force Majeure.

13.2 If the Force Majeure continues for at least thirty (30) days, the Parties are entitled to terminate the Engagement, without being obliged to compensation of any damage or loss, undoing or compensation in respect of this termination.

### 14. Final provisions

14.1 If and insofar as any provision of the Terms a is declared null and void or is nullified, the other provisions of the Terms will remain in full force. In that case, the Parties will agree on a new provision to replace the void/nullified provision, taking into account as much as possible the meaning of the void/nullified provision.

14.2 We reserve the right to unilaterally supplement and/or amend these Terms at any time. The most current version of the Terms can be found on our Website.

### 15. Disputes and mediation

15.1 We are committed to your satisfaction, so if you have a problem or dispute, we will do our utmost best to resolve your concerns. In the event we might be unsuccessful, you may pursue claims as explained in this Section. You agree to give us an opportunity to resolve any disputes or claims relating in any way to our Services, Work, or any representations made by us, by contacting us directly by email.

15.2 If we fail to resolve your dispute or claim directly together, you agree we try to resolve this by mediation service.

### 16. Governing law and jurisdiction

16.1 These Terms and the Engagement are governed and construed by Dutch law.

16.2 Any disputes arising between you and us in the context or in connection with these Terms or Engagement will exclusively be submitted to the competent court in Amsterdam.

