

GENERAL TERMS AND CONDITIONS TOPSALES AMSTERDAM

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Article 1. Definitions

In these General Terms and Conditions, the following terms are defined as stated below:

- a. **Topsales Amsterdam:** a consultancy firm and service provider for strategic sales advice and related matters. Topsales Amsterdam is established and registered in Amsterdam, the Netherlands and registered with the Traderegister of the Chamber of Commerce under number 77288955.
- b. **Client:** the person(s) and/or entity(ies) that has an Agreement with Topsales Amsterdam.
- c. **Parties:** Topsales Amsterdam and Client.
- d. **Agreement:** the written Agreement among Parties to the accomplishment of (an) Assignment(s) and the conditions that apply to such accomplishment(s).
- e. **Assignment:** part of the Agreement, consisting of particular services as provided by Topsales Amsterdam in favour of the Client.

Article 2. Applicability

1. These General Terms and Conditions are published on the website of Topsales Amsterdam, www.topsalesamsterdam.com, and have been filed with the Chamber of Commerce under file reference number 77288995.
2. These General Terms and Conditions apply to all Agreements, offers, quotations, Assignments and services, delivered and/or provided by Topsales Amsterdam.
3. General terms and conditions or other conditions of Client are explicitly rejected.
4. Client explicitly declares to have received these General Terms and Conditions prior to conclusion of the Agreement with Topsales Amsterdam. Client also explicitly declares to have read the contents of these General Terms and Conditions, and to agree with all its conditions and provisions.
5. Topsales Amsterdam is entitled, at all times, to modify these General Terms and Conditions and will inform Client of these modifications in written accordingly.

Article 3. Offer and Agreement

1. All offers and quotes made by Topsales Amsterdam are without obligation, unless explicitly agreed otherwise. Topsales Amsterdam may cancel or revoke an offer or quote anytime.
2. All fees mentioned in offers and quotes made by Topsales Amsterdam are in Euros and exclude VAT (BTW), unless explicitly agreed otherwise.
3. Topsales Amsterdam is entitled to change the fees in an offer and quote in the event of a change of laws or VAT that impacts the price mentioned.
4. Except if explicitly stated otherwise in an offer or quote, all offers and quotes from Topsales Amsterdam are valid for 30 days. In the event that Client has not accepted the offer or quote by signing an Agreement during this (or the other applicable) term, the offer or quote will be deemed to be rejected.

5. Upon acceptance of the offer or quote by the Client, Topsales Amsterdam will distribute the Agreement. The Agreement commences as soon as Client returns a signed version to Topsales Amsterdam or approves of the Agreements digitally.
6. In the event that Parties have agreed that Client will prepay (part of) the total amount quoted by Topsales Amsterdam prior to the start of the Assignment(s) and prepayment is due though still unpaid, Topsales Amsterdam is entitled to dissolve the Agreement. Section 6.2 will apply accordingly.

Article 4. Obligations of the Client

1. Client will enable Topsales Amsterdam to fulfil its Assignment(s).
2. Client will provide Topsales Amsterdam with all information, files and documents that are crucial for an accurate execution of the Agreement and an adequate fulfilment of the Assignment(s). Topsales Amsterdam is never liable for damages that are the result of omissions, inadequacies or mistakes in the information, files and/or documents provided to Topsales Amsterdam.
3. Topsales Amsterdam is entitled to postpone or end its activities in the event that Client is not compliant with the obligations as formulated in Sections 4.1 and 4.2. In such event, Topsales Amsterdam reserves the right to charge Client for the work performed so far, according to the fees applicable to the relevant Agreement.
4. In the event that fixed fees are agreed, the Client shall notify Topsales Amsterdam of any requests for modification or addition to the draft version of documents, contracts or advices that Topsales Amsterdam has created within 1 week after Topsales Amsterdam has sent the relevant draft material. Topsales Amsterdam reserves the right to charge the applicable hourly fee for adapting draft material or provide additions, insofar as Client has requested these after the term as mentioned in the previous sentence.
5. In the event of errors or omissions in the execution of the Assignment(s), Client is bound to inform Topsales Amsterdam in written form of these within a reasonable period of time, at least ultimately within thirty (30) days after Client discovered or can be deemed to have discovered the relevant error or omission.

Article 5. Obligations of Topsales Amsterdam

1. Topsales Amsterdam shall fulfil all its obligations and Assignments adequately, in conformity with demands of accuracy and quality. In the execution of the Agreement, Topsales Amsterdam is bound to use its best endeavours. Topsales Amsterdam does however not warrant or guarantee any (sales)results.
2. Topsales Amsterdam ensures that its services are performed by capable professionals.
3. Topsales Amsterdam is entitled to subcontract execution of (part of) the Assignment.
4. Topsales Amsterdam is bound to treat all information obtained in the execution of the Agreement, concerning or communicated by Client, as confidential.

Article 6. Cancellation

1. Unless the Assignment starts within two weeks after the commencement of the Agreement, and provided that Topsales Amsterdam has not yet started its work and/or preparation, the Client is entitled to cancel the Agreement without being liable for any charges within two weeks after signing the Agreement.
2. In the event that the Client wishes to cancel the Agreement, while Topsales Amsterdam has already start working on the Assignment(s), the Client is obliged to compensates Topsales Amsterdam for all damages suffered by Topsales Amsterdam resulting from this cancellation. These damages include losses incurred by Topsales Amsterdam, lost profit and the costs already made by Topsales Amsterdam, including charges for time and materials spent on the Assignment.

Article 7. Delivery

1. Client will execute the Assignment(s) expeditiously.
2. Client is obliged to enable Topsales Amsterdam to deliver its work expeditiously.
3. The delivery terms as indicated by Topsales Amsterdam are to be interpreted as estimation only. Except if and insofar as explicitly communicated in writing otherwise, the delivery terms indicated by Topsales Amsterdam are never final terms.
4. In the event that Client does not respond to a draft document or advice upon that requires input or approval from the Client in a timely manner, two working days, the execution of the Assignment(s) is delayed. In the event that the execution of the Assignment(s) is delayed for a different reason, Topsales Amsterdam will inform Client accordingly as soon as possible.

Article 8. Fees

1. For its services, Topsales Amsterdam charges hourly rates and/or fixed fees. The applicable rates or fees are defined in the offer or quote from Topsales Amsterdam.
2. In the event that no fixed fees are agreed, Topsales Amsterdam charges the hourly rate as published on the offer or quote of Topsales Amsterdam, and/or the Agreement.
3. In the event that Topsales Amsterdam charges an hourly rate for an Assignment, Topsales Amsterdam will usually provide Client with an estimation of the amount of hours required to fulfil this Assignment. This estimation, however, is an indication only that can never be interpreted or understood as a maximum or an agreed amount of hours.
4. In its offers or quotes, Topsales Amsterdam will clarify what Assignment(s) will be carried out against which rate. In the event that, due to changes in circumstance, Assignment or (at) the Client's request, the fulfilment of the Assignment(s) has led to the execution of extra work, this extra work will be charged based on the hourly fees as defined in Topsales Amsterdam's offers and quotes and/or the Agreement.

Article 9. Payment

1. Client shall fulfil all payment obligations within 14 days after the invoice date.

2. In the event that Parties agreed that a prepayment is to be fulfilled by Client, Topsales Amsterdam will only start working on the relevant Assignment(s) once the prepayment is fulfilled.
3. The timing and frequency of payment will be stipulated in the offer or quote and/or Agreement.
4. In the event that an invoice is due though still unpaid, Client will be immediately in default and is bound to pay statutory commercial interest from the due date of the invoice.
5. In the event that Client has not remedied its payment obligations within 07 days after Topsales Amsterdam has sent a notice of default, besides being entitled to charge the statutory commercial interest, Topsales Amsterdam is also entitled to charge debt collecting costs of 15% of the outstanding amount, with a minimum of €250.
6. In the event that Client has not fulfilled its payment obligations, Topsales Amsterdam is entitled to postpone its obligations for as long as Client is in default.
7. Objections from Client to the invoice do not postpone the payment obligations of Client.
8. In the event that and as long as Client has not fulfilled all its payment obligations, all goods, documents and files that Client has provided Topsales Amsterdam with, as well as the result(s) of any Assignment(s) (such as, though not limited to, contracts, advices, letters), shall remain property of Topsales Amsterdam.

Article 10. Intellectual Property Rights

1. All Intellectual Property Rights (IPR) related to the services provided by Topsales Amsterdam and the (result of the) Assignment(s) shall belong exclusively to Topsales Amsterdam. IPR shall include for example, but are not limited to, trademarks, copyrights, industrial rights and all types of neighbouring rights.
2. Within the framework of the Agreement(s) between Parties, and subject to full payment for all relevant services and Assignments, Topsales Amsterdam provides Client with the right to use the material that Topsales Amsterdam produced for Client, such as, but not limited to, the concepts, documents, advices, methods and reports, for the purpose for which they were produced by Topsales Amsterdam. Except for in the context of its normal use as stipulated in the previous sentence, Client is not allowed to copy, multiply, spread, forward or offer the services of Topsales Amsterdam or the materials Topsales Amsterdam has prepared, including but not limited to concepts, documents, advices, methods and reports, or to make these public in any way, directly or indirectly.
3. Client is not allowed to remove or modify any trademark, sign of copyright or any other sign added by Topsales Amsterdam from any material by Topsales Amsterdam, or to modify or imitate these. Client shall never harm or unjustifiably benefit from the reputation of the IPR of Topsales Amsterdam.
4. These General Terms and Conditions explicitly not aim to transfer any IPR.

Article 11. Liability

1. Topsales Amsterdam shall only be liable for damages that are the result of grove negligence or wilful misconduct by Topsales Amsterdam in its execution of the Agreement.
2. In no event shall Topsales Amsterdam ever be liable for any consequential, indirect, incidental damages or whatsoever.
3. In no event shall Topsales Amsterdam ever be liable for damages resulting from information, files, documents or data, erroneously or incompletely provided by Client.
4. In no event shall Topsales Amsterdam ever be liable for damages, caused by third parties with whom Topsales Amsterdam co-operates in the execution of the Agreement.
5. In no event shall Topsales Amsterdam ever be liable for any amount in excess of the total amount charged by Topsales Amsterdam for an Assignment, in the last 6 months prior to the date on which the damages came into existence, which amount will never exceed the amount that the liability insurance of Topsales Amsterdam compensates Topsales Amsterdam for.

Article 12. Force Majeure

1. In the event that Topsales Amsterdam is unable to fulfil its obligations due to a non-attributable failure (force majeure), the fulfilment of those obligations will be suspended for the duration of the force majeure situation.
2. If the force majeure situation continues for more than one month, either party will be entitled to dissolve the Agreement. In such a case, Topsales Amsterdam will charge costs made and/or hours spent for fulfilment of the Agreement upon the moment of force majeure.
3. In the event of force majeure applicable to Topsales Amsterdam, Client will not be entitled to any compensation (in damages), not even if Topsales Amsterdam were to have any advantage as a result of the force majeure.
4. Force majeure is taken to mean every circumstance beyond the control of Topsales Amsterdam, fully or partially impeding the fulfilment of Topsales Amsterdam's obligations towards Client, or as a result of which the fulfilment of Topsales Amsterdam's obligations cannot reasonably be required from Topsales Amsterdam, regardless of the fact whether that circumstance could have been foreseen at the time the Agreement of services was concluded. Those circumstances will include (though are not limited to): (civil)war, riot, strike, measures by any government body, (understaffing due to) illness, epidemic, pandemic, force majeure applicable to a third party that has been engaged, technical breakdowns, loss of information or files, all in the broadest sense of the terms.

Article 13. Personal Data

1. In the event that Client makes available to Topsales Amsterdam any personal data in the execution of the Assignment, Topsales Amsterdam qualifies as processor in the sense of the General Data Protection Regulation. This means that Topsales Amsterdam may

process personal data on behalf of the Client, who qualifies as controller. The Client defines the purposes and means of the collection and processing of personal data.

2. The Client represents and warrants that the assignments and instructions given to Topsales Amsterdam in connection with the processing of personal data are legitimate and do not infringe any rights of data subjects or other third parties.
3. The Client is responsible with regards to the personal data as provided to Topsales Amsterdam. All personal data provided by the Client to Topsales Amsterdam is and shall remain to be exclusively owned by the Client.
4. Topsales Amsterdam is never liable for any damages that third parties, in particular data subjects, suffer in the event that the Client fails to fulfill its obligations under the any privacy laws, including the General Data Protection Regulation. In this regard, the Client indemnifies Topsales Amsterdam for all damages that Topsales Amsterdam suffers or may suffer.

Article 14. Complaints

1. In the event of complaints, Client will notify Topsales Amsterdam of these as soon as possible, ultimately 14 days after the relevant complaint came into existence, through info@topsalesamsterdam.com.
2. Topsales Amsterdam is bound to process complaints as soon as possible, but ultimately within 14 days after receiving the complaint as described in Section 14.1 and to notify Client accordingly.

Article 15. Conflicts

1. Parties will only appeal to the courts once they have made every effort to resolve a dispute by mutual consultation.
2. Any dispute arising between the Parties that could not be resolved through the consultation as mentioned in Section 15.1, will be submitted to the competent court in Amsterdam.

Article 16. General Provisions

1. Every Agreement for services between Parties will be governed by Dutch law.
2. If one or multiple provisions in these General Terms and Conditions are declared void through judicial intervention, the remaining provisions will remain in full force.
3. These General Terms and Conditions will remain in full force in the event that Topsales Amsterdam fully or partially changes name, legal form or owner.

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