

General Terms and Conditions ID Data Solutions

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Article 1 - Definitions

1. ID Data Solutions: ID Data Solutions, located at Zuidlandstraat 13, Terneuzen, the Netherlands, KvK-nummer 128737542B02.
2. Customer: the person with whom ID Data Solutions has entered into an agreement.
3. Parties: ID Data Solutions and Customer together.
4. Consumer: a Customer who is also an individual and who acts as a private person.

Article 2 - Applicability

1. These terms and conditions apply to all quotations, offers, work, orders, agreements and deliveries of services or products by or on behalf of ID Data Solutions.
2. ID Data Solutions and the Client can only deviate from these terms and conditions if this has been agreed in writing.
3. ID Data Solutions and the Client expressly exclude the applicability of the general terms and conditions of the Client or others.

Article 3 - Prices

1. ID Data Solutions uses prices in euros, including VAT and excluding any other costs such as administration or shipping costs, unless otherwise agreed in writing.
2. ID Data Solutions may change the prices of its services and products on its website and in other communications at any time.
3. Increases in the cost prices of products or parts thereof, which ID Data Solutions could not foresee at the time of making the offer or concluding the agreement, may give rise to price increases.
4. The consumer may cancel the contract because of a price increase in paragraph 3, unless the increase is the result of a statutory regulation.
5. ID Data Solutions determines the price of the service based on the actual hours spent.
6. The price is determined on the basis of verbal agreement and applies to the period in which ID Data Solutions performs the work, unless otherwise agreed in writing.
7. When ID Data Solutions and the Client agree on a total amount for a service, this is always a target price, unless otherwise agreed in writing.
8. ID Data Solutions may deviate up to 10% from the target price.
9. ID Data Solutions must inform the Customer in a timely manner why a higher price is justified if the target price is going to be more than 10% higher.
10. The Client may cancel the part of the order that exceeds the target price (increased by 10%) if the target price is more than 10% higher.
11. ID Data Solutions is allowed to adjust its prices annually.
12. ID Data Solutions will communicate price adjustments to the Client prior to their commencement.
13. The consumer may terminate the agreement with ID Data Solutions if he does not agree with the price increase.

Article 4 – Payments and payment terms

1. ID Data Solutions may require a deposit of up to 50% of the agreed amount when entering into the agreement.
2. The Customer must make the remaining payment within 1 month after delivery.
3. The payment terms used by ID Data Solutions are strict payment terms. This means that if the Client has not paid the agreed amount by the last day of the payment term at the latest, he will automatically be in default and in default, without ID Data Solutions having to send a reminder or notice of default to the Client.
4. ID Data Solutions may make a delivery conditional on immediate payment or require a security for the total amount of the services or products.

Article 5 – Consequences of late payment

1. If the Client does not pay within the agreed period, ID Data Solutions may charge the statutory interest per month for non-commercial transactions and statutory commercial interest per month for commercial transactions from the day the Client is in default, whereby part of a month is counted for a whole month.
2. If the Client is in default, he must also pay extrajudicial collection costs and any compensation to ID Data Solutions.
3. The collection costs are calculated on the basis of the Extrajudicial Collection Costs Compensation Decree.
4. If the Customer does not pay on time, ID Data Solutions may suspend its obligations until the Customer has paid.
5. In the event of liquidation, bankruptcy, attachment or suspension of payment on the part of the Client, ID Data Solutions' claims against the Client are immediately due and payable.
6. If the Customer refuses to cooperate with the execution of the agreement by ID Data Solutions, he will still have to pay the agreed price.

Article 6 - Right of Reclamation

1. If the Client is in default, ID Data Solutions may invoke the right of reclamation with regard to the unpaid products delivered to the Client.
2. ID Data Solutions exercises its right of reclamation through a written or electronic notification to the Client.
3. Once the Client has been informed of the invoked right of reclamation, the Client must immediately return the relevant products to ID Data Solutions, unless otherwise agreed in writing.
4. The Client shall bear the costs of retrieving or returning the products referred to in clause 3.

Article 7 – Right of suspension

1. Unless the Client is a consumer, he hereby waives the right to suspend the performance of any obligation arising from this agreement.

Article 8 – Right of retention

1. ID Data Solutions can make use of its right of retention and, in that case, keep the Customer's products with it until the Customer has paid all outstanding invoices of ID Data Solutions, unless the Customer has provided sufficient security for those costs.
2. The right of retention also applies on the basis of previous agreements, as a result of which the Customer still has to pay money to ID Data Solutions.
3. ID Data Solutions is not liable for any damage suffered by the Client as a result of the use of its right of retention.

Article 9 - Set-off

1. Unless the Customer is a consumer, the Client waives their right to set off a debt to ID Data Solutions against a claim against ID Data Solutions.

Article 10 - Retention of Title

1. ID Data Solutions remains the owner of all delivered products, not limited to data, code, project files and generated assets, until the Client has paid all outstanding invoices of ID Data Solutions with respect to an underlying agreement, including claims for failure to perform.
2. Until that time in paragraph 1, ID Data Solutions can make use of its retention of title and take back the goods.
3. Until ownership has been transferred to the Customer, the Customer may not pledge, sell, dispose of or otherwise encumber the products.
4. If ID Data Solutions makes use of its retention of title, the agreement may be terminated and ID Data Solutions may claim damages, loss of profit and interest from the Client.

Article 11 - Delivery

1. If the Customer does not pay the agreed amounts or does not pay them on time, ID Data Solutions may suspend its obligations until the Customer pays.
2. In the event of late payment, there is a creditor default, as a result of which the Customer cannot invoke a late delivery against ID Data Solutions.

Article 12 – Delivery time

1. The delivery time is in accordance with the respective project agreement signed by the Client and ID Data Solutions.
2. The Client will not receive any compensation and may not cancel the agreement if ID Data Solutions delivers later than agreed. However, the Client may cancel the agreement if this has been agreed in writing or if ID Data Solutions is unable to deliver within 14 days, after having been reminded to do so in writing or the Client and ID Data Solutions have agreed otherwise.

Article 13 – Actual delivery

1. The actual delivery of services and products is performed digitally. The delivery will be considered as completed when all assets, as indicated in the respective project agreement, have been sent via email to the Client's email address.

Article 14 - Custody

1. If the Customer does not purchase the products ordered and/or the service provided until later than the agreed delivery date, the risk of any loss of quality is entirely for the Customer.
2. Any additional costs as a result of premature or late purchase of products and/or services provided will be borne in full by the Customer.

Article 15 - Execution of the Agreement

1. ID Data Solutions executes the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
2. ID Data Solutions may have the agreed services performed in whole or in part by others.
3. The execution of the agreement takes place in consultation and after a written agreement and payment of the advance payment by the Client as stipulated in the respective project agreement.
4. The Client must ensure that ID Data Solutions can start the execution of the agreement on time.
5. If the Client does not ensure that ID Data Solutions can start on time, the resulting additional costs will be borne by the Client.

Article 16 - Provision of Information by the Client

1. The Client shall make all information, data and documents that are relevant for the correct execution of the agreement available to ID Data Solutions in a timely manner and in the desired form and manner.
2. The Client guarantees the correctness and completeness of the information, data and documents made available, even if they originate from third parties, insofar as the nature of the agreement does not dictate otherwise.
3. When and to the extent that the Client so requests, ID Data Solutions will return the relevant documents.
4. If the Client does not make available the information, data or documents reasonably requested by ID Data Solutions, or if it does not provide it in a timely manner or properly, and the execution of the agreement is delayed as a result, the resulting extra costs and extra hours will be borne by the Client.

Article 17 - Duration of Service Agreement

1. The agreement between ID Data Solutions and the Client for a service is entered into for a period specified in specific project agreements.

Article 18 - Termination of Fixed-Term Service

1. The Client may not terminate an agreement for a service with a fixed term earlier than contractually stipulated in the respective project agreement.

Article 19 – Intellectual property

1. ID Data Solutions retains all intellectual property rights to all designs, drawings, writings, data storage media, data, code, project files, and generated assets, or other information, quotations, images, sketches, models, and mockups, unless otherwise agreed.
2. The Client may not, without prior written consent from ID Data Solutions, show, make available to others, or otherwise use the intellectual property rights mentioned in clause 1.

Article 20 - Penalty Clause

1. If the Client breaches the article on confidentiality or intellectual property, they must pay ID Data Solutions an immediately payable fine for each violation.
2. If the Client is a consumer, the fine in clause 1 amounts to €1,000.
3. If the Client is not a consumer, the fine in clause 1 amounts to €5,000.
4. Additionally, the Client must pay an amount of 5% of the applicable fine as set forth in clause 2 or 3 for each day the violation continues.
5. The Client must pay the fine in clause 1 without the need for a notice of default or legal proceedings. There is no requirement for any damages to have occurred.
6. In addition to the fine in clause 1, ID Data Solutions may also claim compensation for damages from the Client.

Article 21 - Indemnification

1. The Client indemnifies ID Data Solutions against all claims from third parties related to the products and/or services provided by ID Data Solutions.

Article 22 - Complaints

1. The Client must inspect a product delivered or service provided by ID Data Solutions as soon as possible for any deficiencies.
2. If a delivered product or service does not meet what the Client could reasonably expect, the Client must inform ID Data Solutions of the deficiency within 1 month after discovering it.
3. A consumer must inform ID Data Solutions of the deficiency no later than 2 months after discovering it.
4. The Client must provide a description of the deficiency as detailed as possible, so that ID Data Solutions can respond appropriately.
5. The Client must demonstrate that the complaint relates to an agreement between the Client and ID Data Solutions.
6. If a complaint concerns ongoing work, the Client cannot demand that ID Data Solutions perform work other than what was agreed upon.

Article 23 - Notice of Default

1. The Client must submit any notice of default to ID Data Solutions in writing.
2. The Client is responsible for ensuring that their notice of default actually reaches ID Data Solutions on time.

Article 24 - Client Liability

1. When ID Data Solutions enters into an agreement with multiple Clients, each of them is jointly and severally liable for fulfilling the obligations outlined in that agreement.

Article 25 - Liability of ID Data Solutions

1. ID Data Solutions is only liable for damages suffered by the Client if those damages were caused by intent or deliberate recklessness.
2. If ID Data Solutions is liable for damages, this liability is limited to direct damages related to the execution of the underlying agreement.
3. ID Data Solutions is not liable for indirect damages, such as consequential damages, loss of profits, or damages to third parties.
4. If ID Data Solutions is liable, this liability is limited to the amount paid out under a concluded (professional) liability insurance. If no insurance has been taken out or no compensation is paid, the liability is limited to the (portion of the) invoice amount to which the liability relates.
5. All images, photos, colors, drawings, and descriptions on the website or in a catalog are merely indicative and cannot lead to any compensation, dissolution, or suspension.

Article 26 - Expiration Period

1. Any right of the Client to claim compensation from ID Data Solutions expires 12 months after the event from which the liability directly or indirectly arises. This does not exclude the provisions of Article 6:89 of the Dutch Civil Code.

Article 27 - Termination

1. The Client may rescind the agreement if ID Data Solutions is in attributable breach of its obligations, unless this breach does not justify termination due to its specific nature or minor significance.
2. If the fulfillment of obligations by ID Data Solutions is still possible, termination can only occur after ID Data Solutions is in default.
3. ID Data Solutions may rescind the agreement with the Client if the Client fails to fully or timely meet their obligations under the agreement, or if ID Data Solutions becomes aware of circumstances that provide reasonable grounds to believe that the Client will not fulfill their obligations.

Article 28 - Force Majeure

1. In addition to Article 6:75 of the Dutch Civil Code, a failure by ID Data Solutions cannot be attributed to ID Data Solutions by the Client if it is due to force majeure.
2. The force majeure situation in clause 1 includes, but is not limited to:
 - o an emergency situation such as a civil war or natural disaster
 - o non-performance or force majeure by suppliers, couriers, or others
 - o power, electricity, internet, computer, or telecom outages
 - o computer viruses
 - o strikes
 - o government measures
 - o transportation issues
 - o severe weather conditions
 - o work stoppages
3. If a force majeure situation occurs that prevents ID Data Solutions from fulfilling one or more obligations to the Client, those obligations will be suspended until ID Data Solutions is able to fulfill them.
4. From the moment a force majeure situation has lasted at least 30 calendar days, both the Client and ID Data Solutions may rescind the agreement in whole or in part in writing.
5. In a force majeure situation, ID Data Solutions is not required to pay any compensation to the Client, even if ID Data Solutions benefits from the situation.

Article 29 - Amendment of Agreement

1. If it is necessary for the execution of the agreement, the Client and ID Data Solutions may amend the agreement.

Article 30 - Amendment of General Terms and Conditions

1. ID Data Solutions may amend these general terms and conditions.
2. ID Data Solutions may always implement minor changes.
3. ID Data Solutions will, as much as possible, discuss significant changes with the Client in advance.
4. In the case of a significant change to the general terms and conditions, a consumer may terminate the underlying agreement.

Article 31 - Transfer of Rights

1. The Client may not transfer any rights from an agreement with ID Data Solutions to others without the written consent of ID Data Solutions.
2. This provision is deemed to have property law effect as specified in Article 3:83 paragraph 2 of the Dutch Civil Code.

Article 32 - Consequences of Nullity or Voidability

1. 1. If one or more provisions of these general terms and conditions are found to be null or voidable, this does not affect the validity of the remaining provisions.
2. 2. In such a case, a provision that is null or voidable will be replaced with a provision that best reflects the intent ID Data Solutions had when drafting the terms at that point.

Article 33 - Applicable Law and Jurisdiction

1. 1. These general terms and conditions, as well as any underlying agreement between the Client and ID Data Solutions, are governed by Dutch law.
2. 2. The court in the district where ID Data Solutions is located has exclusive jurisdiction to hear any disputes between the Client and ID Data Solutions, unless otherwise stipulated by law.

Prepared on December 30, 2020.