

GENERAL TERMS AND CONDITIONS

ProJoules B.V.

Email: info@projoules.com

Website: www.projoules.com

Article 1. Definitions

1. ProJoules B.V.: ProJoules B.V., with its registered office at Polderweg 2, Lepelstraat, 4664 PB. Chamber of Commerce number: 84721170 and VAT number: NL863331956B01.
2. Customer: the person with whom ProJoules B.V. has taken out a contract and thereby entered into an agreement.
3. Parties: ProJoules B.V. and the Customer collectively.

Article 2. Applicability of the General Terms and Conditions

1. These General Terms and Conditions apply to all quotations, offers, tasks, orders, invoices, agreements and the provision of services by or on behalf of ProJoules B.V..
2. The Parties may only deviate from these General Terms and Conditions if they have expressly agreed to do so in writing.
3. The parties expressly exclude the applicability of any supplementary and/or deviating General Terms and Conditions of the Customer or of third parties.

Article 3. Offers and quotations

1. Offers and quotations from ProJoules B.V. are non-binding, unless expressly stated otherwise.
2. An offer or quotation is valid for a maximum of 30 days, unless a different acceptance period is specified in the offer or quotation.
3. If the Customer does not accept an offer or quotation within the applicable period, the offer or quotation will expire.

Article 4. Acceptance

1. Upon acceptance of a non-binding quotation or offer, ProJoules B.V. reserves the right to withdraw the quotation or offer within 3 days of receiving the acceptance, without the Customer being able to derive any rights from this.
2. Verbal acceptance by the Customer shall only be binding on ProJoules B.V. once the Customer has confirmed this in writing (or electronically), whereby 'in writing' shall also be understood to include an email addressed to info@projoules.com.

Article 5. Prices

1. All prices charged by ProJoules B.V. are in EUR, excluding VAT.
2. ProJoules B.V. may at any time amend all prices it charges for its services, whether created on its website or otherwise communicated.
3. The Parties shall agree on a total amount as a guide price for services provided by ProJoules B.V., unless the Parties have expressly agreed on a fixed price in writing from which no deviation is permitted.

4. ProJoules B.V. is entitled to adjust its prices annually.
5. Prior to the start of a new payment period, ProJoules B.V. will notify the Customer of any price adjustments exceeding 15 per cent.

Article 6. Payments and payment terms

1. ProJoules B.V. may, upon entering into the agreement, require a deposit of no more than 50% of the agreed amount.
2. Invoices must be paid within 14 days into ProJoules B.V.'s bank account.
3. The Customer must settle payments in arrears within 14 days of delivery.
4. Payment deadlines are deemed to be strict deadlines. This means that if the Customer has not paid the agreed amount by the last day of the payment deadline at the latest, they are automatically in default and in breach of contract, without ProJoules B.V. being required to send the Customer a reminder or to give notice of default.
5. ProJoules B.V. reserves the right to make a delivery conditional upon immediate payment or to require security for the total amount of the services or products.

Article 7. Consequences of late payment

1. If the Customer fails to pay within the agreed period, ProJoules B.V. is entitled to invoice the statutory interest rate of 8% per month for commercial transactions from the day the Customer is in default. Hereby, any part of a month is counted as a whole month.
2. Where the Customer is in default, they shall also owe ProJoules B.V. extrajudicial debt collection costs and any compensation.
3. The debt collection costs are calculated in accordance with the Decree on compensation for extrajudicial collection costs.
4. If the Customer fails to pay on time, ProJoules B.V. may suspend its obligations until the Customer has fulfilled their payment obligation.
5. In the event of liquidation, bankruptcy, attachment or suspension of payments on the part of the Customer, ProJoules B.V.'s claims against the Customer shall become immediately due and payable.
6. If the Customer refuses to cooperate with the performance of the contract by ProJoules B.V., they shall still be obliged to pay the agreed price to ProJoules B.V.

Article 8. Right of suspension

The Customer does not have the right to suspend the performance of any obligation arising from this agreement.

Article 9. Settlement

The Customer does not have the right to set off a debt owed to ProJoules B.V. with a claim against ProJoules B.V..

Article 10. Warranty

Unless otherwise agreed in writing, ProJoules B.V. gives no guarantee as to the achievement of a specific result. In the provision of services, ProJoules B.V. is under an obligation of best efforts and not an obligation to achieve a specific result. ProJoules B.V. shall carry out the work to the best of its knowledge, expertise and care.

Article 11. Performance of the agreement

1. ProJoules B.V. shall perform the agreement to the best of its knowledge and ability and in accordance with the requirements of good professional practice.
2. ProJoules B.V. is entitled to have the agreed services carried out (in whole or in part) by third parties.
3. All employees of ProJoules B.V. have signed a Non-Disclosure Agreement (NDA).
4. ProJoules B.V. will only share customer data and data relating to the Customer's clients with members of the ProJoules team where necessary for support purposes. Should this not be desired, this must be communicated in writing, whereby 'in writing' shall also be understood to include an email addressed to info@projoules.com.
5. ProJoules B.V. may, within the scope of the agreed-upon services, pursuant to Article 6(1)(b) of the GDPR (legal basis of contract), access the data entered by the Customer and the data of the Customer's clients in the ProJoules App to the extent necessary to answer questions, analyze the use of the ProJoules App, and make suggestions for improvement.
6. In addition, ProJoules B.V. may, pursuant to Article 6(1)(b) of the GDPR (legal basis of contract), contact the Customer on its own initiative if the data entered or the use of the ProJoules App indicates that support, clarification, or optimization may be desirable. This support is exclusively aimed at promoting the effective and proper use of the ProJoules App. ProJoules B.V. processes and accesses the data only to the extent necessary for the performance of the agreement, in compliance with applicable privacy laws and the provisions of the Privacy Policy.
7. Information shared by the Customer via the ProJoules App may be used for analytical purposes.
8. The performance of the agreement shall take place by mutual agreement and following written consent and payment by the Customer of any agreed advance payment.
9. It is the Customer's responsibility to ensure that ProJoules B.V. can commence performance of the agreement in a timely manner.

Article 12. Provision of information by the Customer

1. The Customer shall make all information, data and documents relevant to the proper performance of the agreement available to ProJoules B.V. in a timely manner and in the required form and manner.
2. The Customer guarantees the accuracy, completeness and reliability of the information, data and documents provided, even if these originate from third parties, unless the nature of the agreement dictates otherwise.
3. If and to the extent that the Customer so requests, ProJoules B.V. shall return the relevant documents.

4. If the Customer fails to provide, or fails to provide the information, data or documents reasonably requested by ProJoules B.V. in a timely or proper manner, and if this causes a delay in the performance of the agreement, the resulting additional costs and extra hours will be invoiced to the Customer.

Article 13. Term of the agreement relating to a service

1. The agreement between ProJoules B.V. and the Customer concerning a service or services is entered into for a term of one year, unless the nature of the agreement dictates otherwise or the Parties have expressly agreed otherwise in writing.
2. Upon expiry of the term referred to in paragraph 1 of this article, the agreement shall be tacitly converted into an agreement for an indefinite period, unless one of the Parties terminates the agreement with a notice period of two months.
3. Notice of termination of this agreement must be given in writing, whereby 'in writing' shall also be understood to include an email addressed to info@projoules.com.

Article 14. Intellectual Property

1. ProJoules B.V. retains all intellectual property rights (including copyright, patent rights, trade mark rights, design rights, etc.) to all designs, drawings, documents, data storage media or other information, quotations, images, etc.
2. The Customer may not copy, show to third parties and/or make available to third parties, or otherwise use the aforementioned intellectual property rights without the prior written consent of ProJoules B.V.

Article 15. Penalty clause

1. If the other party breaches the provisions of these General Terms and Conditions relating to confidentiality or intellectual property, it shall forfeit an immediately payable penalty for each breach in favour of the trading name. If the other party is a legal entity, this penalty shall amount to €25,000.
2. In addition, the other party shall be liable to pay an amount equal to 5% of the sum referred to in paragraph 1 for each day that the breach continues.
3. No prior notice of default or legal proceedings are required for this penalty to be payable. Nor is it necessary for any form of damage to have occurred.
4. The imposition of the penalty referred to in the first paragraph of this article does not do anything to change ProJoules B.V.'s other rights, including its right to claim damages in addition to the penalty.

Article 16. Indemnification

The Customer shall indemnify ProJoules B.V. against all claims by third parties relating to the products and/or services supplied by ProJoules B.V.

Article 17. Complaints

1. The Customer must inspect any product supplied or service provided by ProJoules B.V. as soon as possible for any defects.

2. If a product supplied or a service provided does not meet what the Customer could reasonably expect under the agreement, the Customer must notify ProJoules B.V. as soon as possible, but in any event within one week of discovering the defects.
3. In doing so, the Customer shall provide as detailed a description as possible of the defect(s), so that ProJoules B.V. is able to respond appropriately.
4. The Customer must demonstrate that the complaint relates to an agreement between the Parties.

Article 18. Notice of default

1. The Customer must serve notices of default on ProJoules B.V. in writing.
2. It is the Customer's responsibility to ensure that a notice of default actually reaches ProJoules B.V. (in good time).

Article 19. Joint and several liability of the Customer

If ProJoules B.V. enters into an agreement with several customers, each of them is jointly and severally liable for the full amounts they owe to ProJoules B.V. under that agreement.

Article 20. Liability of ProJoules B.V.

1. ProJoules B.V. shall only be liable for any loss suffered by the Customer if and to the extent that such loss is caused by wilful misconduct.
2. If ProJoules B.V. is liable for any loss, it shall only be liable for direct loss arising from or in connection with the performance of an agreement.
3. ProJoules B.V. shall never be liable for indirect damage, such as consequential damage, loss of profit, lost savings or damage to third parties.
4. If ProJoules B.V. is liable, this liability is limited to the amount paid out under a valid (professional) liability insurance policy and, in the absence of (full) payment by an insurance company of the amount of the loss, liability is limited to the (portion of the) invoice amount to which the liability relates.
5. All images, photographs, colours, drawings and descriptions on the website or in a catalogue are for illustrative purposes only and are approximate; they shall not give rise to any claim for compensation and/or (partial) termination of the agreement and/or suspension of any obligation.

Article 21. Limitation period

Any right of the Customer to compensation from ProJoules B.V. shall in any event expire 12 months after the event from which the liability arises, whether directly or indirectly. This does not preclude the provisions of Article 6:89 of the Civil Code.

Article 22. Right to terminate

1. The Customer is entitled to terminate the agreement if ProJoules B.V. fails, through its own fault, to fulfil its obligations, unless such failure, given its special nature or minor significance, does not justify termination.

2. If the fulfilment of ProJoules B.V.'s obligations is permanently or temporarily impossible, termination may only take place after ProJoules B.V. has been in default.
3. ProJoules B.V. shall be entitled to terminate the agreement with the Customer if the Customer fails to fulfil its obligations under the agreement in full or on time, or if ProJoules B.V. becomes aware of circumstances that give it good reason to fear that the Customer will be unable to fulfil its obligations properly.

Article 23. Force majeure

1. In addition to the provisions of Article 6:75 of the Civil Code, any failure by ProJoules B.V. to fulfil any obligation towards the Customer shall not be attributable to ProJoules B.V. in the event of a situation beyond ProJoules B.V.'s control, as a result of which the fulfilment of its obligations towards the Customer is wholly or partly prevented or as a result of which the fulfilment of its obligations cannot reasonably be required of ProJoules B.V..
2. The force majeure situations referred to in paragraph 1 include – but are not limited to –: states of emergency (such as civil war, insurrection, riots, natural disasters, etc.); breaches of agreement and force majeure on the part of suppliers, delivery agents or other third parties; unexpected power, electricity, internet, computer and telecoms failures; computer viruses, strikes, government measures, unforeseen transport problems, adverse weather conditions and work stoppages.
3. If a force majeure situation arises as a result of which ProJoules B.V. is unable to fulfil one or more of its obligations to the Customer, those obligations shall be suspended until ProJoules B.V. is once again able to fulfil them.
4. Once a force majeure event has lasted for at least seven calendar days, either Party may terminate the agreement in whole or in part by giving written notice.
5. In a force majeure situation, ProJoules B.V. shall not be liable for any compensation or damages, even if it derives any benefit as a result of the force majeure situation.

Article 24. Amendment of the agreement

If, after the conclusion of the agreement, it proves necessary to amend or supplement its content for the purposes of its performance, the Parties shall amend the agreement accordingly in a timely manner and by mutual agreement.

Article 25. Amendment of the General Terms and Conditions

1. ProJoules B.V. is entitled to amend or enter new General Terms and Conditions.
2. Minor amendments may be made at any time.
3. ProJoules B.V. will, as far as possible, notify the Customer by email in advance of any significant changes to the content.
4. Customers are entitled to terminate the agreement in the event of a material amendment to the General Terms and Conditions.

Article 26. Transfer of rights

1. The Customer's rights arising from an agreement between the Parties may not be transferred to third parties without the prior written consent of ProJoules B.V..

2. This provision shall be deemed a clause with the effect of a provision under property law as referred to in Article 3:83(2) of the Civil Code.

Article 27. Consequences of nullity or voidability

1. If one or more provisions of these General Terms and Conditions prove to be void or voidable, this shall not affect the remaining provisions of these General Terms and Conditions.
2. In such a case, a provision that is void or voidable shall be replaced by a provision that most closely approximates what ProJoules B.V. had in mind on that point when drafting the General Terms and Conditions.

Article 28. Governing law and competent court

1. Every agreement between the Parties shall be governed exclusively by Dutch law.
2. The Dutch court in the district where ProJoules B.V. is established shall have exclusive jurisdiction to hear any disputes between the Parties, unless the law mandatorily prescribes otherwise.

Drawn up on January 5, 2022
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