

## **General terms and conditions**

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### **Article 1. Definitions**

1. In these general terms and conditions is meant by: Prototribe: client, contractor. Prototribe: the user of these terms and conditions.
2. Client: The legal entity who acts from a business or profession, with whom Prototribe has an agreement with or is going to make an agreement with.
3. Agreement: every agreement between a client and Prototribe that is agreed upon, with which Prototribe is obligated to execute and delivery what is described in the agreement.
4. Written: written communication, communication via chat-apps as well as communication by email.

### **Article 2. General conditions**

1. These terms and conditions apply to every offer from Prototribe and any negotiated agreement.
2. The conditions in these terms can only be differed from in writing. If what the parties have agreed in writing, deviates from condition of these terms and conditions shall apply which the parties have agreed upon in writing.
3. Nullity of conditions of these terms affect the validity of the remaining conditions. When occurring the parties are obligated to discuss and settle an alternative agreement. The original conditions shall be as far as possible taken into account.

### **Article 3. Offer and conclusion of the agreement**

1. Unless a deadline is indicated for acceptance of the offer and conclusion of the agreement, each offer of Prototribe is without obligations for acceptance.
2. An offer from Prototribe which contains a mistake or error, as well as an offer based on inaccurate or incomplete data provided by the client, cannot be any rights derived from.
3. A quotation does not obligate Prototribe to fulfill a part of the offer for a corresponding part of the price.
4. The contract is concluded by offer and acceptance. If the acceptance of the client differs from the offer of Prototribe, the agreement shall not be concluded, unless Prototribe indicates to accept deviating conditions.
5. If the client concludes the contract on behalf of another entity, he states authority to enter into the agreement. The client is like the legal entity responsible for all obligations from the agreement.

### **Article 4. Terms and third parties**

1. If the contract specifies a completion or delivery term, regards this always an indicative deadline. Neglect by Prototribe occurs not earlier than after the client provides Prototribe in writing a reasonable new period to still fulfill the agreement. If the agreement is not fulfilled after expiring of the latter indicated date neglect of the agreement by Prototribe can be declared. Mentioned execution and delivery dates commence after Prototribe has received all information from the client needed to conclude these dates.

2. Prototribe is entitled to let the agreement fully or partially be executed by third parties. (Article 404 of the Dutch Civil Code 7).

3. The obligations subsequent from the agreement and described in these terms and conditions also apply to third parties engaged by Prototribe.

#### **Article 5. Content of the agreement and obligations for the client**

1. The agreement cannot be canceled after concluding by the client. If the client nevertheless terminates the contract prematurely, the client is obligated to compensate the expenses and loss Prototribe suffers.

2. Prototribe is not liable for damage caused by incorrect or incomplete information provided by the client. Performance of work based on this incorrect or incomplete provided information cannot be regarded as a failing of Prototribe.

3. The client must timely provide all information and make data available that is relevant for completion of the agreement.

4. The client shall take all reasonable steps to the realization of the agreement with Prototribe. If the work is wholly or partly carried out on location of the client or another by the client designated location, the client must provide on the location free of charge all their facilities if desirable for completion of the agreement.

5. Prototribe is entitled to carry out the specifications given by the client at their own discretion.

#### **Article 6. Delivery**

1. Unless otherwise agreed, the sharing of data takes place by email at the email address provided by the client. If a delivery is required by post-delivery, delivery is made at the address given by the client.

2. As soon as possible after receiving the data or products the client must verify if the delivery matches the agreement. If the delivery does not comply with the agreement, the client must send a communication within seven days of receipt to Prototribe.

3. The client is entitled to a free compensation, from Prototribe, as the mistake falls within the agreed contract specifications and the request to Prototribe is submit within the time limit.

#### **Article 7. Ascendancy**

1. When Prototribe is hindered to comply with the obligations from the agreement by circumstances not due to Prototribe own fault, Prototribe is not liable for the delay in completion.
2. If the ascendancy makes the fulfillment of the agreement impossible, the client as well as Prototribe are entitled to terminate the agreement with immediate effect.
3. The client remains due to pay Prototribe for services already provided for the agreed price, also due to an ascendancy situation.
4. loss caused by ascendancy never qualifies for compensation by Prototribe.

#### **Article 8. Suspension and termination**

1. Prototribe is, if the circumstances so warrant, authorized to suspend the execution of an agreement or to terminate the contract with immediate effect if the obligations in the agreement are not timely or not completely fulfilled, or if after the conclusion of the agreement Prototribe learns of circumstances giving good ground to fear that the client will not fulfill his obligations.
2. Prototribe is entitled to terminate the agreement if circumstances arise of such nature that fulfillment of the agreement by the client are impossible or with little assurance.
3. The client never has a claim to any compensation regarding suspension or termination by Prototribe, rights based on this article.
4. Unless this cannot be attributed to the client, the client is obliged to compensate for the loss Prototribe suffers as a result of the suspension or termination.

#### **Article 9. Prices and payment**

1. The price per hour or product will be set in advance in writing, the VAT and any other costs associated with carrying out the specifics described in the agreement in the contract are listed on the invoice.
2. The payment must be made within 20 days after delivery of the invoice, in the manner prescribed by Prototribe.
3. If Prototribe has good reason to fear that the client will not or not timely meet its payment obligations, Prototribe is entitled to temporarily halt the obligations in the agreement until the client can ensure payment.

#### **Article 10. Liability**

1. Prototribe is never liable for loss suffered due to incorrect or incomplete information provided by the client.
2. The use of the work delivered by Prototribe can only be used at own risk. Prototribe is not liable for the use of the work delivered by the client or third parties.

3. Prototribe executes the conditions described in the agreement to the best of Prototribe's knowledge and ability however, the client bears responsibility for checking delivered work. Prototribe is therefore not liable for loss resulting from defects in work checked and approved by the client.

4. Determined in the remainder of these terms and conditions, the limitation period of all claims and defenses against Prototribe is one year.

#### **Article 11. Intellectual property**

1. Prototribe or licensors reserve their intellectual property for all the work provided by or on behalf of Prototribe and its elements. The client is forbidden to duplicate, reproduce work or parts of it or use it in another way than described in a contract with Prototribe.

#### **Article 12. Confidentiality**

1. All parties concerned with an agreement are obliged to keep confidential information secret.

2. Prototribe may reuse knowledge gained in assignments executed for clients for other purposes. Taking into account the fact that the confidential information of the client may not end up at third parties.

3. Confidential information is information previously defined in the agreement by both Prototribe and the client. Confidential information is also information gained from other sources than writing.

4. Confidential information may only be disclosed with the prior written consent of the other party, unless there is a court judgment or a statutory provision which obligates Prototribe to disclose confidential information.

#### **Article 13. Final Provisions**

1. All agreements and all legal relationships resulting from it between Prototribe and the client are exclusively governed by Dutch law.

2. Before an appeal to the court can be made all the parties are obliged to work optimally to settle the dispute by mutual agreement.