
General Terms and Conditions Leadgate Europe B.V.

These are the Terms and Conditions of Leadgate Europe B.V., further called Leadgate. These conditions apply to all deliveries and offers by Leadgate, unless explicitly otherwise stated in a written agreement. By entering into an agreement to purchase products and services of Leadgate you acknowledge that you are aware of these terms. Leadgate reserves the right to modify the terms and conditions at any time, without informing her relations.

1. Definitions

Client: Every person, or legal entity, who has concluded, or who wishes to conclude, a contract with contractor.

Contractor: Leadgate Europe B.V.

Parties: Both client and contractor.

Quotation: A written offer from contractor, as supplied and explained to client.

Contract: A document signed by parties which sets out the agreements concerning the work to be carried out by contractor and accepted by client.

2. Applicability

1. By signing an agreement with Contractor the client declares that he is aware of the general conditions of Contractor and that he agrees with these conditions.
2. Departure from these general terms and conditions is only permitted by express written agreement between Parties.

3. Quotation

1. All quotations by Contractor are non-committal.
2. Signing a quotation issued by Contractor, results in an agreement between Parties.
3. Quotations made by Contractor are valid for 30 days, unless otherwise stated. Invoicing will be done according to the prices and terms as set forth in the quotation.
4. Changes to the original agreement are only valid from the time that these changes are accepted by both Parties in a revised agreement.
5. A quotation consisting of various components, does not obligate Contractor to execute parts of the order at their individual pricing.
6. Quotations shall not apply automatically to future assignments.

4. Contract and termination

1. A contract is concluded for a period of 36 months unless otherwise expressly agreed by parties in writing in the contract.
2. After each contract period, the contract will be renewed for 12 months.
3. Termination of a contract is done in writing and in accordance with a term of notice of two calendar months.
4. Contractor has the right to terminate the contract with immediate effect and without notice or judicial intervention, if it appears that third-parties maintain or have maintained products that are under service by Contractor.
5. Contractor has the right to terminate the contract with immediate effect and without notice or judicial intervention if the client does not comply, inappropriate or partly, to the contract with Contractor.
6. Contractor can terminate the contract, in whole or in part, with immediate effect and without notice of default, if the other party is granted a moratorium (temporary or otherwise), if a petition for bankruptcy is filed against the other party or if the business of the other party is liquidated or ended otherwise than for the purpose of reconstruction or merger of businesses. Contractor is not liable, on account of this termination, to any

restitution of payment already received, nor to any payment of compensation. In the case of bankruptcy of contractor, the right to use the software provided to client lapses by law.

5. Rates

1. All rates are given in euros and are exclusive of VAT and other levies imposed by the government, unless otherwise agreed.
2. Client will be notified for changes in the rates by Contractor minimal 30 days in advance. Client can terminate the contract from the moment these changes in the rates are applicable.

6. Payment

1. Payment must take place within fourteen days of the invoice date, in the way stipulated by contractor in the quotation and the contract.
2. If client is in default of his payment commitments, contractor has the right to postpone or discontinue his work until the outstanding payments have been paid.
3. On expiry of the payment term of fourteen calendar days (or agreed otherwise) after the invoice date, client is in default and a payment reminder is sent. From the moment default commences, client owes legal interest on the payable amount plus € 50 acquisition cost.
4. If, according to Client, the invoice is incorrect a notice should be given to Contractor. Contractor will investigate and, if necessary, issue a new invoice to be paid within fourteen calendar days after invoice date.
5. Ownership or right of use of products or services will transfer to Client when all obligations have been met and final payment is received by Contractor.

7. Execution of the agreement

1. Contractor shall execute the contract to the best of his insight and abilities and as soon as possible (or otherwise stated) begin with the creation of the agreed goods and / or services.
2. If and insofar as the proper execution of the agreement requires, Contractor has the right to commission certain activities by third parties.
3. Client shall supply on time all details that contractor indicates are necessary for carrying out his work. Should the details necessary for carrying out the work not be supplied to contractor on time, contractor has the right to postpone the execution of the contract or charge for the extra costs arising from this delay.
4. Contractor cannot be held responsible for damages whatsoever, due to incorrect or incomplete information as mentioned in 4.3
5. If it has been agreed that the contract is to be executed in phases, contractor can postpone the execution of parts of a later phase until client has approved and/or paid for the results of the previous phase.
6. If, under the contract, work is performed by Contractor or third parties on the client's site or a site designated by the client, the client will make facilities reasonably desired by those employees available.
7. Client indemnifies contractor for all claims by third parties due to product liability as a result of failure in a product or system that has been supplied by client to a third party and that consisted in part of equipment, software or other materials supplied by contractor.
8. Should Contractor unexpectedly being unable to comply within the agreed delivery time to its obligations, Contractor can only be held responsible in writing, where the Contractor is awarded a minimum period of 14 days to meet its obligations.
9. Products and/or services delivered by Contractor will be provided to the Client on paper or PDF document.

8. Secrecy

1. Contractor reserves the right to store information of individuals, such as contact details and click behavior, and reuse in campaigns to the extent permitted within the legal framework.
2. Contractor is free to refer to the delivered products for promotional purposes as a reference, unless otherwise expressly agreed.
3. Contractor reserves the right to place a discreet reference to the website of Contractor, unless otherwise agreed.

9. Copyright

1. All intellectual rights of ownership that concern and/or result from the services provided by contractor belong to contractor. Client receives only the user's rights expressly attached to these conditions and the law. Every other or more farreaching right of client is excluded. Breaching this right of property, gives Contractor the right to assess and charge a reasonable compensation.
2. Contractor reserves the right to use information gathered in the process of the work for other purposes.
3. The documents supplied by contractor to client are only intended to be used by client. Client is not permitted to make public the information received and/or to copy it in any form whatsoever. This includes adaptation, sale, making available, distribution and – whether adapted or not – integration in networks, with the exception of such copying and/or making public being agreed to in writing by contractor or such copying and/or making public resulting from the nature of the contract with contractor.

10. Liability

1. The total liability of contractor due to attributable failure in fulfilment of the contract is limited to compensation for direct damage to a maximum of the amount agreed for that contract (excl. VAT). If the contract has a term of more than one year, the price agreed for that contract is set at the total of the compensations (excl. VAT) agreed for one year.
2. The liability of contractor for indirect damage, consequential loss, loss of profits, lost savings, reduced goodwill, loss due to business stagnation, loss due to claims of customers of client, mutilation or loss of data, damage linked to use of objects, materials or software from third parties recommended to contractor by client, damage linked to calling in suppliers recommended to contractor by client, and all other forms of damage, for whatever reason, is excluded unless there is a case of gross negligence or intent.
3. Client indemnifies contractor for all claims by third parties due to product liability as a result of failure in a product, system or service that has been supplied by client to a third party and that consisted in part of equipment, software or other services supplied by contractor, except if and insofar as client can prove that the damage was caused by this equipment, software or other materials.
4. The liability of contractor for damage by death or physical harm, or by material damage, shall never amount to more than € 1.250.000 (one million two hundred and fifty thousand Euros).
5. The client must take into account that information sent over the Internet can be intercepted by third parties. Contractor can not be held liable for any damage whatsoever caused by sending confidential or secret information.
6. Contractor cannot be held responsible or liable for the contents supplied by Client and embedded on Client's website by Contractor.
7. Client will immediately inform Contractor of changes in it's details. If contractor fails to do so, the latter is fully liable for any damages caused by this by Contractor.
8. Contractor cannot be held responsible or liable for any damage that may arise from Clients or third party activities to maintain their website.
9. Contractor cannot be held responsible for failures in the service of third parties contracted by Contractor.
10. In all cases, there is only a case of liability of contractor due to attributable failure in fulfilment of a contract if client declares contractor in default, immediately and reliably and in writing, whereby a reasonable term for redemption of the failure is settled, and if contractor is still deemed to be attributably failing in the fulfilment of his obligations after this term. The notice of default must contain as complete and detailed a description as possible of the failure, in order to give contractor an adequate opportunity to react to this.
11. Notice of default issued by client does not suspend any obligations of the client.

11. Force Majeure

1. Neither party is obliged to fulfil any commitments if he is prevented from doing so as a result of force majeure. Force majeure is also understood to mean the inadequate fulfilment of obligations on the part of suppliers, as well as faults in objects, materials and software from third parties whose use has been recommended to contractor by client.
2. If the force majeure has a temporary nature, Contractor shall comply to his obligations from the moment it is reasonably possible to do so. When can be mutually concluded that is no longer possible, the contract will be terminated or reviewed. Any services already provided by Contractor to the moment of force majeure will be invoiced.

3. Should a force majeure situation last for more than ninety days, parties have the right to terminate the contract by written dissolution. In that case, settlement will be made according to the duration of the work carried out up to then, without parties owing each other anything else.

12. Deferring services

1. Contractor has the right to defer (temporarily) services and / or limit its use if the client in respect of the agreement does not fulfill his obligation to the Contractor, or acts in violation of these terms and conditions. Contractor will notify the client in advance, unless this can not be reasonably required of Contractor.
2. The obligation to the client to pay the amounts due, remains during deferring of the service.
3. The services shall be re-activated if the client, within a period specified by Contractor, has fulfilled its obligations.

13. Transfer

1. Neither party has the right to transfer the rights and obligations pertaining to this contract to third parties without prior written permission from the other party.

14. Competent court and applicable law

1. These general terms and conditions and the contracts between parties are subject to Dutch Law.
2. In the case of all disputes arising from, or connected to, these general terms and conditions and/or the contracts and commitments as referred to in the previous subsection, proceedings shall be instituted in the first instance under the exclusive jurisdiction of the Court of Rotterdam.
3. If a condition of the general terms and conditions or a contract appears to be void, or is annulled, this will have no bearing on the applicability of the general terms and conditions or contract as a whole. Parties will consult each other to agree on a new condition to replace the void or annulled condition, whereby the goal and scope of the void or annulled condition will be taken into account as far as possible.
4. Except for the proof to the contrary in respect to the agreement of Contractor with the client, the administrative details of Contractor are decisive.

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