

# WEBINARY

## General Terms and Conditions

This document contains the General Conditions as used by Webinary Media B.V. and apply to all current and future offers and agreements, as well as their implementation, between Supplier and its clients. Supplier is registered with the Chamber of Commerce Gooi- en Eemland under number 88535843.

### Definitions

Webinary Media B.V.	The user of the General Conditions, the Contractor. hereinafter referred to in these terms and conditions as Webinary.
Client	The person named as the contracting party on an offer or agreement, with whom Webinary concludes an agreement.
Agreement	The agreement between Webinary and the client, which also arises upon agreement to an offer.

### Services

Rental of studios and professionals as well as providing IT services for online and hybrid events, webinars and other forms of communication. Studio's are provided at our location as well as on locations elsewhere requested by client.

### General provisions

#### **Article 1: Applicability**

1. These General Conditions apply to all current and future offers, requests, commissions and agreements between Webinary and its clients.
2. Webinary is at all times entitled to wholly or partly subcontract the performance of the agreement to third parties, or to be supported by third parties in the performance of the agreement.
3. These General Conditions also apply to all agreements with Webinary for the performance of which Webinary makes use of the services of third parties.
4. Applicability of General Conditions of the Client is expressly excluded, unless otherwise agreed.

#### **Article 2: Offers and agreements.**

1. The quotation or agreement and any further agreement(s) shall contain as accurate as possible a description of the materials to be rented or sold, or, alternatively, of the work to be performed. In the case of rentals and productions, the starting time and duration of the agreement shall also be included.
2. The agreement is concluded between Webinary and the client when the client has given a written agreement to an offer of Webinary, including a reply by email, or when Webinary starts executing the supplied assignment, including verbal agreement. Also when the client purchases the goods of Webinary (by means of hire or purchase) an agreement between Webinary and client is established.
3. All costs arising from changes in the agreement, whether due to an additional assignment by the client, or a circumstance in which the data / situation supplied by the client do not correspond with a previous assignment, will be charged to the client at the rates charged by Webinary.
4. The Client shall ensure that all data and approvals which Webinary indicates to be necessary for the performance of the agreement, or which the Client should reasonably know to be necessary for the performance of the agreement, shall be provided to Webinary in good time. If the data and approvals

# WEBINARY

required for the execution of the agreement are not supplied in time to Webinary, Webinary has the right to suspend the execution of the agreement, without any liability of Webinary arising therefrom, and/or to charge the additional costs for Webinary to the client resulting from the delay.

5. Oral agreements that arise during the performance of the work and lead to additional work will be charged to the client at the rates charged by Webinary. If upon completion of the additional work the client has not protested and has approved the delivered work, Webinary may assume that the additional work has been carried out at the request of the client at the rates of Webinary applicable at that time.
6. If a person concludes an agreement on behalf of, or for the account of another person, he declares by signing the agreement to be authorized to do so and to be able to bind that other person to the agreement. This person is thereby jointly and severally liable for all obligations arising from the agreement.
7. Quotations or previous agreements apply as a basis for subsequent requests, unless otherwise agreed.
8. Each agreement is entered into under the suspensive condition that the client appears to be sufficiently creditworthy in the opinion of Webinary for financial performance of the agreement.

### **Article 3: Cancellation**

1. Cancellation of an agreement by the other party is only possible if this is done in writing before the start of the performance of services and/or the delivery of goods (hire or purchase). The cancellation fee amounts to a percentage of the agreed price. The percentage depends on how long in advance you cancel:
  - a. More than 3 months before the execution date 20%
  - b. More than 30 days before the execution date 60%
  - c. More than 14 days before the execution date 80%
  - d. 14 days or less before the execution date 100%

### **Article 4: Prices**

1. Quoted prices are exclusive of tax and any packaging, shipping or delivery costs, unless otherwise agreed in writing.
2. The prices stated in the quotation are in € (Euros) and exclusive of the legally due VAT and any statutory surcharges.
3. The quotations of Webinary do not include parking and/or séjour costs. These will be calculated on the basis of subsequent calculation.
4. If a fixed price has been quoted, this quotation does not include abnormal, unforeseen circumstances (at the location) or circumstances about which Webinary has not been informed by the client or has been incorrectly informed. Any additional work resulting from this will be charged on the basis of subsequent calculation.
5. Prices are based on price determining factors known at the time of the realization of the agreement. If these price determining factors change Webinary is at all times entitled to change the prices.

### **Article 5: Advance payment**

1. Webinary is entitled to charge the client an advance amount. After payment of the advance amount delivery to the client or performance of work will take place, unless the parties have agreed otherwise.
2. Webinary reserves the right, upon entering into the agreement and prior to (further) performance, to require security from the other party that all payment and other obligations will be met.

### **Article 6: Payment**

1. Payment of the agreed price may, depending on what has been agreed, be made on the basis of

# WEBINARY

invoice or immediately upon delivery or collection of the goods. In case of payment by invoice, a payment term of fourteen days after the invoice date applies.

2. Deliveries of goods and performance of services may be charged in advance or afterwards. If nothing has been agreed upon, (full) payment in advance shall apply.
3. Webinary is entitled to charge in arrears any additional amount owed by the Client under these General Conditions.
4. Webinary is entitled to have the client pay a deposit to cover costs and damage to equipment or means of transport. In the absence of said damage the deposit will be refunded by Webinary to the client.

## **Article 7: Interest and costs**

1. If payment has not taken place within the agreed period, the client shall be in default by operation of law, without further notice of default being required, and shall owe statutory interest on the invoice amount from the due date of the invoice.
2. All (extrajudicial) costs incurred by Webinary to collect the outstanding invoice amount will be for the account of the client.

## **Article 8: Liability/risk**

1. The Client is obliged to inspect the services / goods at the time of delivery. Complaints about the delivered services with respect to any defect, omission or deficiency must be made known immediately to Webinary. If Webinary has not received a complaint as described above, this will be considered as acceptance of receipt in good order.
3. The services / goods are regularly inspected and maintained by Webinary and checked for operational reliability before delivery to the client.
4. The risk of loss, theft or damage of goods or data that are the subject of the agreement, passes to the client from the moment the goods leave the company of Webinary.
5. Not covered by the guarantee are in any case defects that occur entirely or partially as a result of
  - Buyer's failure to follow operating or maintenance instructions;
  - Normal wear and tear;
  - Assembly, installation, repair, etc. by third parties;
  - Disassembly, repair or other disassembly of defective material by the purchaser without the written permission of Webinary.
6. Insofar as applicable, the client must ensure that the location where the order is to be carried out (production, delivery of goods) is freely accessible for large transport and can be reached via a flat paved surface. If this is not the case, the client must inform Webinary of this on entering into the agreement, but no later than prior to the transport.
7. If due to circumstances the employees of or on behalf of Webinary have to wait while collecting or delivering goods to the client, for reasons not for the account and risk of Webinary, then this time will be charged to the client at € 50,- per hour excluding VAT.

## **Article 9: Force Majeure**

1. Webinary is not obliged to fulfil any obligation under the agreement if it is prevented from doing so due to force majeure. By force majeure is meant all external causes, foreseen or unforeseen, which Webinary cannot influence and due to which Webinary is (temporarily) unable to fulfil its obligations. This includes strikes at the company of Webinary, computer and power failures, export restrictions, theft, fire and stagnation in delivery of materials and people of suppliers.
2. In the event of force majeure of Webinary as described in article 9.1, Webinary will consult with the Client and try to reach a reasonable solution. The obligations under the agreement can be suspended

# WEBINARY

for 2 days at the request of Webinary. If after the suspension the obligations still cannot be met, or any alternative solution proposed, then the parties may decide to dissolve the order. Webinary is not liable for direct and consequential damages from the Client.

3. Webinary reserves the right to claim payment from the Client for the performances that have been carried out in the execution of the agreement up to the moment the situation of force majeure arises.