



## **Terms & Conditions**

**Cleanbudz B.V.**

FEBRUARY 2023 V1.0

These Terms & Conditions will apply to services rendered by CLEANBUDZ B.V. [hereinafter referred to as 'Company']:

## **Article 1. Definitions**

- a. Activities: All that must be performed by the Company for the Client in accordance with what has been agreed on and accepted by the Company, including any and all additional and related tasks the Company has to perform.
- b. Assignment/Agreement: Legal contract in which the Company undertakes to perform activities on behalf of the Client.
- c. Client: Natural or Legal Person (or group of entities or Joint Ventures) that has given the order to the Company to perform all necessary activities on their behalf, as previously agreed upon.
- d. Documents: All the information or data the Company has provided the Client with, whether or not contained by material or immaterial carriers and whether or not placed with third parties, and all information manufactured in connection with the execution of the Assignment / Agreement by the Company or collected data, and all other information of any relevance to the execution or completion of the Assignment / Agreement, whether or not contained in material or immaterial carriers.
- e. Employee: A natural person employed by or associated with the Company, whether under an employment agreement or not.
- f. Visitor: Refers to any natural or legal person that visits the CLEANBUDZ website, regardless of whether they establish contact with CLEANBUDZ B.V. or not.
- g. Website: The CLEANBUDZ B.V. website, accessible on [www.cleanbudz.eu](http://www.cleanbudz.eu)

## **Article 2. Terms of Use & Applicability**

- a. All clauses contained in these Terms apply to all offers, quotations, meetings, orders, legal relationship(s), and agreements, under any name, which the Company provides or undertakes, or agrees to undertake, on behalf of a Client(s), and to any subsequent work performed in relation to the former by the Company.
- b. All clauses contained in these Terms apply to the use of the website of CLEANBUDZ B.V.
- c. Deviations from and additions to these Terms & Conditions are only valid if they have been expressly agreed upon in writing, e.g., in a (written) agreement or confirmation.
- d. If any of these terms and conditions are in contradiction with the terms and conditions of a confirmed order, the terms of such confirmed order shall prevail.
- e. Interpretation of the Terms & Conditions of CLEANBUDZ B.V. by the Client are expressly rejected by the Company.
- f. These Terms & Conditions are construed and governed in accordance with Dutch Law.

### Article 3. Use of Website

- a. By using the Website, and by establishing a contact with CLEANBUDZ B.V., the visitor expresses their intention to be bound by these terms and conditions, which are immediately applicable and enforceable.
- b. Visitor acknowledges that prior to using the Website, and prior to establishing contact with CLEANBUDZ B.V., they have had the opportunity to review these terms and conditions with legal and any other advisors of their choice and is fully aware of the binding effect and consequences resulting from these terms and conditions.
- c. If the Visitor disagrees with these terms, in part or in full, they are advised to not use the website and will proceed further at their own risk.
- d. Transmission and receipt of information contained on the website, in whole or in part, or communication with CLEANBUDZ B.V., via the internet or email through the website does not constitute or create a relationship between CLEANBUDZ B.V. and any recipient. Visitors should not send any confidential information in response to this webpage. Such responses will not create a relationship, and all information disclosed to CLEANBUDZ B.V. will not be privileged or confidential unless Company has agreed to protect its content for the Client that has fully executed a written engagement agreement.
- e. Any breach of these terms will result in the revocation of Visitor's right to use the website, with the Visitor having to, at the discretion of CLEANBUDZ B.V., return or destroy any copies of the material obtained in breach of these terms.
- f. Visitors must not misuse the website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. Visitors must not attempt to gain unauthorized access to the website, the server on which the website is stored, or any server, computer or database connected to the website.
- g. You must not attack our website via a denial-of-service attack or a distributed denial-of service attack.
- h. By breaching this provision, you would commit a criminal offence under the Computer Crime Act III (*Wet Computercriminaliteit III*). In the event of any breaches, it will be reported to the relevant law enforcement authorities and CLEANBUDZ B.V. will co-operate with those authorities by disclosing the visitor's identity to them. In the event of such a breach, your right to use our website will cease immediately.
- i. CLEANBUDZ B.V. reserves the right to determine, in its absolute discretion, whether a visitor's use of our website is unacceptable, and, in this event, CLEANBUDZ B.V. may take such action as is deemed appropriate.
- j. The visitor agrees that material(s) downloaded or otherwise accessed through the use of the website is obtained entirely at the user's own risk and that the visitor will be entirely responsible for any resulting damage to software or computer systems and/or any resulting loss of data, even if such loss and damage was reasonably foreseeable and we had been advised of the possibility of the same.
- k. CLEANBUDZ B.V. will not be liable for any loss or damage caused by a distributed denial of service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of the website, or to your downloading of any material posted on it, or on any website linked to it.

- l. Our technical team aims to ensure that the website is available 24 hours a day but cannot guarantee this and will not be liable if for any reason the website is unavailable at any time or for any period. Access to the website may be suspended temporarily and without notice in the case of system failure, maintenance, or repair, for reasons beyond our control or any other reason we consider to be appropriate in the circumstances. CLEANBUDZ B.V. bears no liability in respect of any such suspension, or if for any reason our website is unavailable at any time or for any period.
- m. The responsibility lies with the Visitor for making all arrangements necessary to have access to the Website. Similarly, it is the Visitor's responsibility to ensure that all persons who access the Website through the visitor's internet connection are aware of these Terms of Use, and that they comply with them.
- n. Intellectual property rights (including, without limitation, copyright trademarks and other intellectual property rights) in all material on the website (including, without limitation, logos, designs, text, images, and other materials) are owned by or licensed to CLEANBUDZ B.V. or appear with the permission of the relevant owner. Those works are protected by copyright and trademark laws on both the national, European, and international levels. All such rights are reserved.
- o. Use of the materials on this website is limited as set out below:
  - i. Visitor(s) are permitted to display the pages of the website and print a reasonable number of unmodified copies of any of the pages of the website for their personal reference and your own, non-commercial use
  - ii. Visitor(s) will not copy, adapt, exploit, or otherwise use the content on the website in any way, save for the downloading and temporary storage of one or more of these pages other than for the sole and exclusive purpose of viewing on a personal terminal, or drawing the attention of others to material posted on our website.
  - iii. Visitors are not permitted to use any part of the materials on our website for commercial purposes without obtaining a license from us or our licensors.
  - iv. Except as expressly permitted under copyright law, any other copying, modification, reproduction, permanent storage, repackaging, distribution, transmission, or commercial exploitation of any of the material on the website by any means without our prior written consent is prohibited. This applies to both the visual content of the website and the source code.
  - v. Visitor's may not change or delete any author attribution, trademark, blueprints, or copyright notice. Printing or displaying the website will not constitute acquisition of any rights in it.

## **Article 5. Variation of Terms, Accuracy & Updates**

- a. CLEANBUDZ B.V. reserves the right to modify these terms at its discretion by changing or updating them. CLEANBUDZ B.V. is under no obligation to inform client/visitors of such changes, who are expected to, and agree to occasionally consult

this page and take note of any changes made, as they are binding. CLEANBUDZ B.V. will nonetheless engage in sending a notification informing clients of any changes to these Terms & Conditions.

- b. CLEANBUDZ B.V. reserves the right to have some of the provisions contained herein be superseded by provisions, notices or amendments published elsewhere on the website, if applicable.
- c. The content of the website is at all times subject to revision and will occasionally be updated as deemed necessary. CLEANBUDZ B.V. makes no express or implied conditions, warranties, terms or representations regarding quality, accuracy or completeness of the information contained therein.
- d. CLEANBUDZ B.V. is not liable for any technical, editorial, typographical, or other errors that may manifest on the website.

## **Article 6. Contract Performance**

- a. Company will perform the Assignment to the best of his ability and with due observance of the applicable laws and (Professional) regulations.
- b. Company will determine the manner in which the Contract will be executed and by which employee(s)
- c. Company is entitled to commission or delegate activities to a third party designated by the Company.
- d. Client shall provide full cooperation to the obligations of the Company under the applicable (Professional) regulations
- e. Client is aware that the obligations of the Company include, but are not limited to:
  - i. Under applicable laws and (Professional) regulations it may be required during the execution of required activities for the performance of an Assignment to report transactions to the appropriate government authorities
  - ii. Under applicable laws and (Professional) regulations in certain situations, a fraud alert may be conducted to the relevant authorities.
  - iii. Under applicable laws and (Professional) regulations may require investigating the (identity) of the Client
- f. Company excludes and rejects any liability for damage bearing any causal link to the compliance by CLEANBUDZ B.V. in conducting required activities under applicable laws and (Professional) regulations.

## **Article 7. Intellectual Property**

- a. Execution of the Assignment by the Company does not imply that intellectual property rights vested in the Company will be transferred. All intellectual property rights that arise during, or result from the execution of the Assignment belong to the Company
- b. Client is expressly forbidden to make products containing intellectual property of the Company, or products covered by intellectual property rights that the Company has acquired usage from - included in this are at least, but not exclusively: computer

programs, system designs, procedures, advice, (model) contracts, reports, templates, macros, and other intellectual products.

- c. Client is not permitted to extend the products named in the above paragraph to third parties without the prior written consent of the Company unless it's primary cause is to obtain an expert opinion on the performance of the Work by the Company. In such instances, the client must promptly inform CLEANBUDZ B.V. prior to extending such products to third parties, in addition to imposing its obligations under this article to third parties engaged by the Client.

#### **Article 8. Force Majeure**

- a. If the parties' obligations under the agreement cannot be promptly or properly performed due to force majeure within the meaning of Art. 2:65 BW (Dutch Civil Code), those obligations will then be suspended until the parties are able to fulfil them in the agreed manner
- b. If the situation referred to in the first paragraph occurs parties have the right, in writing, to terminate the agreement in whole or in part with immediate effect, though without the right to any compensation

#### **Article 9. Fees and Costs**

- a. Goods ordered online, personally or telephonically from the Company will be charged to the Client through a fiscal invoice which becomes immediately due upon receipt. Payment of the fee is completed in beforehand to performance of the Assignment and does not depend on the result of the work, unless agreed otherwise.
- b. Additional fees or expenses incurred by the Company and third parties engaged by the Company will be charged to the Client, unless agreed otherwise.
- c. Company is entitled to request an advance payment.
- d. If, after the conclusion of the Agreement, but before the Assignment has been completed, fees or prices change, Company agrees to adjust the rate accordingly.
- e. Sales tax required by law will be charged separately on all amounts that have to be paid, unless agreed otherwise.

#### **Article 10. Payment**

- a. Upon provision of a Pro Forma or Numbered Invoice, Client must pay the amounts due to the Company, without the Client being entitled to any deduction or set-off, within 14 days after the invoice date, unless otherwise agreed. The payment date is the day of payment as is prescribed by Company's invoice.
- b. If the Client fails to pay within the period mentioned in the first paragraph, Client is legally in default and shall be liable for the statutory (commercial) interest charged at that point, in accordance with applicable laws.
- c. If Company is not paid within the period mentioned in the first paragraph, Client is liable for all judicial costs (damages) incurred by the Company and extrajudicial

(collection) costs. The reimbursement of costs incurred by the Company is not confined or limited to any amounts established by the Court.

- d. In the case of jointly granted Assignments, all Client(s) involved are individually liable for the full payment of the invoice amount, interest(s), and costs.
- e. If, in the opinion of the Company, the financial position or payment behaviour of the Client gives reason to do so, or if the Client fails to pay an advance payment or an invoice within the payment term set for this, the Company is entitled to demand that the Client immediately provide (additional) security in a form to be determined by the Company. If the Client fails to provide the required security, the Company is entitled, without prejudice to its other rights, to immediately suspend further performance of the agreement and all that the Client owes the Company for whatever reason is immediately due and payable.

## **Article 11. Limits**

- a. In cases in which Client and Company have agreed upon a time / date on which the Assignment has to be performed and the Client fails to put forward (i) an advance payment – if agreed – or (ii) the required Documents timely, complete, and in the desired shape, the desired manner, and preferred form, the Client and the Company shall consult on a new period / date on which the Assignment must be performed.
- b. Dates by which the work must be completed shall only be regarded as deadlines if expressly agreed on by written communication between Client and Company.

## **Article 12. Liability and Disclaimers**

- a. Company is not liable for losses of the Client arising because the Client has incorrectly or incompletely provided requisites.
- b. Company shall only be liable to the Client for damages directly resulting from a (related series of) culpable failure(s) in the execution of the Assignment. This liability is explicitly limited to the amount agreed on by the Company and the Client for the execution of a specific Assignment, and then in proportion to the respective partial assignment. If there is no co-relation or causal link established for damages within other services of the same invoice, those remaining services and their fees remain immediately due and payable.
- c. Company's liability is limited to the amount of the execution of the Assignment fee charged. If the Contract duration is of more than one year, the amount referred to above is set at the amount of the fee that has been charged to the Client in the twelve months prior to the occurrence of the loss. In no event will the total compensation for the damage under this subsection exceed € 10,000.00 unless the parties – given the size of the mission or the risks associated with the contract – see reason to deviate from this maximum. A related series of culpable shortcomings is considered a single breach.
- d. The limitations of liability included in this article do not apply if and insofar as there is intent or gross negligence of the Company or its senior management. Client

is obliged to take measures to mitigate damage. Company has the right to undo the damage or limit recovery or improvement of the performed work.

- e. Client will indemnify the Company against claims by third parties for damages caused as consequence of Client's incorrect or incomplete provision or fulfilment of requisites.
- f. Client will indemnify the Company against claims by third parties (employees of the Company and third parties involved) in connection with the execution of the Assignment or any damages arising out of the acts or omissions of the Client or of unsafe situations in its business or organization.

### **Article 13. Termination**

- a. Client and Company may at any time (prematurely) terminate the contract without giving notice. If the agreement is terminated before the assignment is completed, Company is not obliged to refund the fees already paid.
- b. Cancellation must be made in writing.
- c. If the termination is initiated by Client, Company shall be entitled to reimbursement of demonstrable losses incurred, as well as compensation for additional costs already incurred by the Company and costs arising from any cancellation after having engaged third parties.
- d. If the termination is initiated by Company, Client is entitled to assistance from the Company in transferring the work to third parties chosen by themselves, unless there is intent or deliberate recklessness on part of the Customer in case of which the Company is obliged to terminate the contract. The right to assistance as provided in this paragraph is subject to the condition of Client settling all previous claims and underlying advances (account payables)

### **Article 14. Suspension Law**

- a. CLEANBUDZ B.V. is entitled to suspend the fulfilment of its obligations under an Agreement after careful balancing of interests. This means that the surrender of documents and other material or immaterial items to the Client will be fully executed upon the Client complying with its payment obligations under the Agreement.
- b. The first paragraph shall not apply with respect to documents of the Client not (yet) processed by the Company.

### **Article 15. Limitation Period**

- a. In so far, as not otherwise stated in these terms and conditions, all rights of action and other powers of the Client against the Company in connection with the performance of work by the Company will cease one year after the date the Client has become aware or could reasonably have known of the existence of these rights and powers. This term does not limit the possibility to file a complaint with the appropriate agency (s) for complaint and / or disputes resolution.



## **Article 16. Electronic Communications**

- a. In addition to postal and courier mail, CLEANBUDZ B.V. is able to send and receive required and/or requested information electronically by e-mail in order to conduct tasks under the Agreement.
- b. Client acknowledges and consents to the risks associated with sending information electronically, such as the lack of security or interference by third parties while in transit and indemnifies CLEANBUDZ B.V. from any claims that may arise as result of any unauthorized interference by third parties to materials sent electronically, including, but not limited to, any delay or non-delivery of any document and for any damage caused due to corrupt files. If the Client requires a greater level of security, this must be raised at the outset and may involve additional costs for Client.
- c. Data extracts from the computer systems of the sender provide compelling proof of (the contents of) electronic communication sent by the sender up until the moment at which counter evidence is provided by the receiver, if applicable.

## **Article 17. Final Provision**

- a. These Terms & Conditions are governed by Dutch law. All disputes will be settled by the competent court in the district in which the Company is established. This Article shall not prejudice the possibility of the Client to submit a claim with an arbitrator for an alternative dispute resolution procedure.
- b. Failure by either party to exercise any right, power, or privilege under the terms of an Agreement shall not constitute a waiver thereof or of any other provision. This clause does not exclude the applicability and enforceability of Article 15 under these Terms.
- c. If any provision of this Agreement is held invalid or unenforceable in whole or in part, that portion shall be severed from the remainder of the Agreement and shall not affect the validity and enforceability of the remaining provisions of this Agreement.
- d. If any invalid, unenforceable or unlawful provision of this Agreement would be valid, enforceable, and legal if part of it were deleted, the provision will apply with the minimum modification necessary to make it legal, valid, and enforceable. Nevertheless, if desired, the parties can enter consultations in order to agree on new provisions to replace the invalid provisions. In doing so, the aim and content of the invalid provisions will be aligned and amended to meet the intentions of all parties involved as much as possible.
- e. If there is any inconsistency between the English and versions in other languages of these Terms and Conditions, the English version will prevail.