

General Terms and Conditions Pit Pure Power

Registered as Eenanszaak, Chamber of Commerce Utrecht, 68223609

8 June 2017

Article 1. General

1. These General Terms and Conditions shall be applicable to any and all offers, quotations and the Agreement between Pit Pure Power and Contracting party, insofar as the parties do not explicitly and in writing deviate from these General Terms and Conditions.
2. The applicability of any purchasing terms and conditions and/or any other terms and conditions of Contracting party is expressly denied.
3. Should one or more conditions of these General Terms and Conditions be entirely or partially annulled or declared void by the court at any time, this shall not affect the validity of any other conditions.

Article 2. Quotations and offers

1. All quotations and offers by Pit Pure Power shall be without obligation, unless the offer or quotation states an acceptance term.
2. All prices shall be in euro exclusive of VAT and other government levies as well as any other costs that may be incurred within the framework of the Agreement such as travel and other expenses and costs
3. Pit Pure Power shall be entitled to carry out the Agreement in various parts and to separately invoice the thus executed part
4. Offers and quotations shall not automatically apply to future orders.

Article 3. Execution of the Agreement

1. Pit Pure Power shall observe the care of a good Contractor in the execution of the activities.
2. Pit Pure Power undertakes a best efforts obligation and therefore does not provide any guarantees concerning the results of the assignment, unless explicitly determined otherwise.
3. Pit Pure Power shall have the right, insofar as this is required for a proper execution of the Agreement, to have the Agreement partly carried out by third parties. Contractor shall only proceed thereto after consultations with Contracting party.
4. If within the duration of the assignment, a term has been agreed for the completion of certain activities, this term shall never be final to Pit Pure Power. When the performance time is exceeded, Contracting party shall declare Pit Pure Power to be in default in writing.

Article 4. Alteration of the assignment

1. Changes in the Agreement by Contracting party that could not have been foreseen by Pit Pure Power and that entail additional work, shall be charged by Pit Pure Power to Contracting party pursuant to the rate agreed in the

Agreement. Additional work shall furthermore be the rescheduling of planned activities by Pit Pure Power if this is required as a result of supplying incorrect or incomplete data by Contracting party. Pit Pure Power shall have the right to invoice the costs for additional work to Contracting party on the basis of actual costs.

2. Contracting party shall timely inform Pit Pure Power in writing of any changes in the execution of the Agreement requested at a later time by Contracting party after granting the assignment. Any amendment of and/or addition to the Agreement shall only be valid if accepted by both Pit Pure Power and Contracting party (preferably in writing).
3. Changes made in an assignment that has already come into effect, may result in the fact that the originally agreed delivery time shall be exceeded by Pit Pure Power.

Article 5. Cooperation Contracting party

1. Contracting party shall at all times, thereto requested and at his/her own initiative, supply all relevant information to Pit Pure Power that is required for a correct performance of the assignment granted to him/her.
2. If information required for the performance of the agreed assignment, is not made available or not timely or not in agreement with the arrangements entered into by Contracting party, or if Contracting party has not met his/her (information) obligations in any other manner, Pit Pure Power shall have the right to suspend the execution of the Agreement.
3. In order to let the performance of the assignment proceed orderly and as far as possible according to the time schedule, Contracting party shall timely make staff from his/her own organisation available, unless the nature of the assignment determines otherwise. Contracting party shall ensure that his/her staff has the proper skills and experience to carry out the activities.
4. If Pit Pure Power and, Contracting party agree upon part of the work being done at the premises of the Contracting Party, the Contracting Party shall supply Pit Pure Power at his/her premises and free of charge a private workspace with, if so desired, a data net connection, unless the nature of the assignment determines otherwise.

Article 6. Termination

1. Both parties may prematurely terminate the Agreement at all times in writing with due observance of a term of notice of 30 (thirty) days unless the parties have agreed otherwise.
2. If Contracting party prematurely terminates the Agreement, Pit Pure Power shall be entitled to compensation in view of the resulting occupancy loss which has to be made plausible, whereby the average monthly invoice amount to date is taken as starting point, unless the termination is based on facts and circumstances that may be attributed to Pit Pure Power. The preliminary results of the activities carried out up to that time, shall conditionally be made available to Contracting party.

3. In the event that one of the parties becomes bankrupt, requests suspension of payment or ceases its activities, the other party shall have the right to prematurely terminate the Agreement without any requirement to observe a term of notice.
4. In the event of premature termination by Pit Pure Power, Contracting party shall be entitled to the cooperation of Pit Pure Power concerning the transfer of activities to be carried out, to any third parties. When the transfer of the activities incurs additional costs to Pit Pure Power, Contracting party shall be charged for any such costs.
5. Pit Pure Power shall be authorized to suspend the fulfilment of his/her obligations or to terminate the Agreement, if
 - a. Contracting party does not, not completely or not timely fulfil the obligations from the Agreement
 - b. Pit Pure Power has good grounds to fear that Contracting party will fail in the fulfilment of such obligations;
6. Pit Pure Power may at all times require further security, in the absence whereof Pit Pure Power may suspend the execution of the Agreement. |

Article 7. Terms of payment

1. Payment shall be effected within fourteen days from invoice date in a manner to be indicated by Pit Pure Power in euro unless expressly agreed otherwise.
2. If Contracting party fails to pay an invoice within 30 days, he/she shall legally be in default and the interest of 1% per month is due by Contracting party. In such a case, Contracting party shall pay interest on each month or any part thereof, whereby any part of a month is considered an entire month. The interest on the amount due shall be calculated from the time that Contracting party is in default until the time of payment of the entire amount that is due.
3. As from the time that Contracting party is in default, Contracting party shall also be held to reimburse all (extra)judicial costs and enforcement costs to be made relating to the collection of the amounts invoiced. The extrajudicial costs are set at 15% (fifteen percent) of the principal with a minimum of 40 euro (forty euro) excluding vat, unless stipulated otherwise by law.

Article 8. Liability

1. Pit Pure Power shall not be liable for any damages of whatever nature that have arisen from the fact that Pit Pure Power has based himself on incorrect and/or incomplete data supplied by Contracting party.
2. Should Pit Pure Power be liable for any damages whatsoever, the liability of Contractor shall be limited to the invoice amount, at least to that part of the amount to which the liability is related.
3. Pit Pure Power shall exclusively be liable for direct damages.
4. Pit Pure Power shall never be liable for indirect damages, including consequential damage, loss of profit, missed savings and damage through work stagnation.

5. Any claims of Contracting party to Pit Pure Power shall lapse after a period of 1 (one) year after completing the assignment.

Article 9. Secrecy clause

1. Contracting party and Pit Pure Power shall be held to secrecy of all confidential information that they have acquired from each other within the framework of the Agreement or from any other source. Information shall be considered as confidential when this has been indicated as such by the other party or when this ensues from the nature of the information.
2. Contracting party and Pit Pure Power shall impose their obligations on the grounds of this article to any other third parties to be commissioned by them.

Article 10. Time limit

1. In deviation of the legal time limits, the time limit of all claims and defences with respect to Contracting party shall be 1 (one) year.

Article 11. Applicable law

1. All Agreements between Pit Pure Power and Contracting party shall exclusively be governed by the law of the Netherlands.
2. Without prejudice to the right of Pit Pure Power to submit a dispute to the competent court by law, disputes between the parties shall in first instance be submitted to the competent court in the place of business of Pit Pure Power, unless prescribed as mandatory according to the law.