

General Terms and Conditions



General Terms and Conditions

General Terms and Conditions of ScreenCom B.V., with its registered office at Hoogveen 3, in Stadskanaal, filed with the Chamber of Commerce and Industry in Veendam on 1 January 2013, under no. 57726159.

Article 1: Definitions

In these General Terms and Conditions, the following terms are defined as stated below:

- a. Client: the natural or legal person that has instructed contractor to supply or manufacture goods or to provide services;
- b. Contractor: ScreenCom B.V., with its registered office in Stadskanaal, who has accepted the contract as referred to under a, or has made an offer or quotation preceding a possible order.

Article 2: General

1. These General Terms and Conditions apply to all agreements with and all tenders or offers of SCREENCOM B.V.
2. General Terms and Conditions of the client or of third parties shall on no account apply to the offers or tenders of and agreements with SCREENCOM BV, unless expressly agreed otherwise in writing. The technical specifications and drawings forming part of the offer, tender, advice, quotations, budget, and cost estimate, shall have the character of an approximate indication.
3. If it appears that one or more articles of these General Terms and Conditions or parts thereof are void, it shall not affect the validity of the remaining articles or parts of articles.

Article 3: Offers, tenders and agreements

1. Offers, tenders, advice, quotations and related communications from SCREENCOM B.V. are free of obligation, unless SCREENCOM B.V. has indicated otherwise in writing.
2. The mere submission of a quotation, estimate, preliminary costing or similar information, whether or not designated as an offer, shall not entail an obligation on the part of SCREENCOM B.V. to enter into an agreement with the client.
3. Agreements with SCREENCOM B.V. are only formed if the client signs an agreement drafted by SCREENCOM B.V. or by written acceptance by the client of a written offer of SCREENCOM B.V. or by a written statement of SCREENCOM B.V. of the arrangements made with the client.
4. Submitting a support ticket is also considered a valid agreement between the client and SCREENCOM B.V. and will be invoiced at the then prevailing support rates.
5. Amendments and additions to the agreement may be in writing only, unless SCREENCOM B.V. expressly indicates otherwise in writing.
6. SCREENCOM B.V. has the right to refuse to include items, including but not limited to texts, images, drawings, databases and other information supplied by the client, in the goods to be supplied or to refuse to use these in the services to be provided, when these items are contrary to general accepted norms and values, when they discriminate on the basis of religion, race, appearance, gender and/or culture, where this constitutes an act contrary to the law or if it constitutes improper use of the internet.

Article 4: Cancellation

The client may cancel an agreement prior to commencement of the performance thereof by SCREENCOM B.V., provided that it compensates SCREENCOM B.V. for any damage suffered as a consequence of the cancellation. Such damage shall include losses and loss of profits incurred by SCREENCOM B.V. and in any event costs SCREENCOM B.V. already incurred (in preparation), including those of reserved production capacity, procured materials, services supplied by third parties and storage.

Article 5: Price

1. All prices stated shall be exclusive of Value Added Tax (VAT) and any other levies imposed by the government, and shall be exclusive of shipping, insurance and implementation costs and costs of third parties engaged.
2. The price specified by SCREENCOM B.V. in respect of the prestation to be performed shall solely apply to the prestation in accordance with the agreed specifications. The prices are based on the cost factors current at time of the quotation.



Article 6: Price changes

1. SCREENCOM B.V. shall be entitled to increase the agreed prices should one or several of the following circumstances occur after conclusion of the agreement: rise in the costs of materials, semi-finished products or services required for implementing the agreement, rise in the cost of forwarding, wages, employers' contributions to social insurances, or costs of other employment conditions, the introduction of new and the increase in existing government levies on raw materials, energy or residues, substantial changes in currency rates or, generally speaking, other circumstances that are comparable with the above.
2. A faulty method of delivery of materials or products to be supplied by the client and all similar deliveries by the client entailing more work or costs for SCREENCOM B.V. than could reasonably have been expected at the time of entering into the agreement shall constitute grounds for increasing the agreed price. Any exceptional or reasonably unforeseeable processing problems arising from the nature of the materials and products to be processed shall also constitute grounds for increasing the agreed price.
3. SCREENCOM B.V. shall be entitled to increase the agreed price or to reduce the price if the client makes any changes in the originally agreed specifications, including changed instructions after receiving data and technical descriptions. SCREENCOM B.V. shall cooperate within reasonable limits to implement such changes, provided that the contents of the prestation to be performed by him do not essentially deviate from the originally agreed prestation.

Article 7: Payment

1. Unless otherwise agreed, the client shall pay the price and the remaining amounts due under the agreement within 21 days from the invoice date, without being able to rely on any discount, compensation or suspension.
2. In the event of an agreed delivery in parts, SCREENCOM B.V. shall, upon delivery of the first part, not only be entitled to demand payment for this part, but also payment of the costs incurred for the entire delivery, such as costs of hosting and (technical) materials. SCREENCOM B.V. shall at all times be entitled to demand payment in advance for deliveries.
3. If the client fails to pay on time as referred to in paragraph 1 of this article, he shall be in default and owe the statutory interest on any outstanding invoices.
4. In the event of late payment as referred to in paragraph 1 of this article, the client shall, in addition to the amount due and the interest due in respect thereof, be obliged to pay in full both extrajudicial and legal costs of collection. The extrajudicial costs are set at no less than 15% (in words: fifteen per cent) of the principal sum with interest, with a minimum of € 200.
5. In the event of liquidation, bankruptcy or suspension of payment of the client or filing an application under the WSNP [Debt Management Natural Persons Act] by the client, the obligations of the client will be immediately payable.

Article 8: Delivery and reservation of ownership

1. Unless otherwise agreed, delivery shall take place at the location where SCREENCOM B.V. carries on its business.
2. The client shall be obliged to fully cooperate in the delivery of the goods to be supplied or services to be provided by SCREENCOM B.V. under the agreement. The client shall, without having been summoned, be in default if he fails to collect the goods to be supplied at SCREENCOM B.V. on SCREENCOM B.V.'s first demand or, if delivery to the client's address has been agreed, refuses to accept the goods to be delivered. Furthermore, the client shall, without having been summoned, be in default if he fails to accept the services on the agreed date.
3. Each and every delivery of goods or performance of services by SCREENCOM B.V. to the client shall take place while reserving the ownership of these goods until such time as the client has paid all that he is obliged to pay under the agreement, including interest and costs.
4. If transport of the goods to be delivered has been agreed, this shall be at the client's expense. The client shall always bear the risk during transport, loading and unloading. Transport shall also be understood to mean transmission of data by means of the using telephone and every comparable kind of transmission by means of any technical device.
5. SCREENCOM B.V. shall not have to store the goods to be delivered, unless this has been expressly agreed. If storage takes place, this shall be at the client's risk and expense.

Article 9: Delivery time

1. A delivery time stated by SCREENCOM B.V. shall only be of an indicative nature unless it has been expressly stated in writing that it concerns a latest delivery time. SCREENCOM B.V. shall, even when a latest delivery time has been agreed, only be in default after notice of default has been served on him by the client.
2. SCREENCOM B.V. shall no longer be bound by an agreed latest delivery time if the client requires a change or changes to be made in the specifications of the work or if he fails to comply with the provisions of paragraph 1 of article 11 of the General Terms and Conditions, unless the minor significance of the change or changes, or the minor delay does not reasonably necessitate SCREENCOM B.V. to make any changes in his initially scheduled use of the production capacity in time.
3. During the implementation of the agreement by SCREENCOM B.V., the client shall be obliged to do all that is reasonably necessary or desirable in order to make a timely delivery by SCREENCOM B.V. possible, in particular by immediately



answering any questions SCREENCOM B.V. may have, by preventing faulty deliveries as referred to in paragraph 2 of article 6 and by observing the provisions set out in paragraph 1 of article 11 and paragraph 2 of article 7 of these General Terms and Conditions.

4. If the client fails to comply with the provisions of the previous paragraph of this article, an agreed (latest) delivery time shall no longer be binding and the client shall be in default without written notice of default by SCREENCOM B.V. being required. In such an event, SCREENCOM B.V. shall be entitled to suspend the performance of the agreement, without prejudice to the rights conferred to him pursuant to the law, until the client has rectified this default. SCREENCOM B.V. shall subsequently still perform the agreement within a reasonable term.

Article 10: Contents, changes, duration and termination of the agreement

1. The client shall bear the risk of misunderstandings in respect of the contents and implementations of the agreement if such misunderstandings are caused by the fact that SCREENCOM B.V. failed to receive or failed to receive correct, timely or complete specifications or other communications that were made orally either by a person designated by the client for that purpose or that were transmitted while using any technical means such as telephone, email and similar transmission media.
2. The agreement (on recurring services such as cloud services, hosting, SLA, etc.) is entered into for one (1) year. After the first period has expired, the agreement will be tacitly renewed for the same period.
3. When terminating the agreement, the client must observe a notice period of two (2) months at the end of the agreed period. The client may terminate the agreement in writing or by fax, provided that the notice period shall commence on the date SCREENCOM B.V. receives the notice. SCREENCOM B.V. shall at all times be entitled to transfer the customer to another company, if SCREENCOM B.V. decides to end its operations.

Article 11: Proofs

1. The client shall be obliged to carefully examine any type of proofs it has received from SCREENCOM B.V. for errors and faults, irrespective of the fact whether such proofs were received at the client's request, and to expeditiously return such proofs to SCREENCOM B.V. after correction or approval.
2. Publicly supplied APIs (e.g. NU.NL news) are offered free of charge by SCREENCOM B.V. Usage is at your own risk. SCREENCOM B.V. shall not be liable for any direct or indirect damage that may result from their use.
3. The client's approval of the proofs shall be considered to constitute recognition of the fact that SCREENCOM B.V. has correctly carried out the work preceding the proofs.
4. SCREENCOM B.V. shall not be liable for any deviations, errors and faults that remained unnoticed in the proofs that were approved or corrected by the client.
5. Each proof produced at the client's request shall be charged in addition to the agreed price, unless it has been expressly agreed that the costs of such proofs are included in the price.

Article 12: Industrial property rights and copyright

1. Industrial property right or copyright of all goods manufactured by SCREENCOM B.V. such as design drawings, prints, working and detail drawings, models, data carriers, computer software, data files, is vested in SCREENCOM B.V., even if one or more of the aforementioned creations are stated as separate items on the quotation, offer or invoice.
2. SCREENCOM B.V. shall not be obliged to transfer the rights referred to in paragraph 1 to the client.
3. SCREENCOM B.V. shall not be obliged to keep the goods referred to in the first paragraph of this article for the client. If SCREENCOM B.V. and the client agreed that these goods are to be kept by SCREENCOM B.V., this shall be done for a period not exceeding one year and without SCREENCOM B.V. warranting their suitability for repeated use.
4. The client guarantees SCREENCOM B.V. that the client shall be entitled to the copyright on all items, including but not limited to logos, images, graphics, music files, film files, sound files and texts provided by the client, or that there is consent from the copyright holder for including these elements in an assignment.
5. The client indemnifies SCREENCOM B.V. against all claims of third parties arising from infringement of industrial property rights and copyrights in respect of the aforementioned items delivered by the client to SCREENCOM B.V.
6. The client shall indemnify SCREENCOM B.V. against all claims of any third parties if, in the unlikely event, it should appear that the client fails to perform that what he has guaranteed in accordance with paragraph 4 or that the client has wrongly provided the aforementioned warranty.



Article 13: Ownership of the client

1. SCREENCOM B.V. shall keep all items entrusted to him by the client within the scope of the performance of the agreement, with the care of a good keeper.
2. Notwithstanding the provisions of the previous paragraph of this article, the client shall bear all the risks connected with the items referred to in paragraph 1 during the keeping thereof. If insurance is desired, the client shall take out insurance for this risk.
3. The client shall be obliged to ensure that before delivering drawings, designs or data carriers to SCREENCOM B.V., a duplicate is made thereof. The client shall keep such duplicates in case the items supplied are lost by SCREENCOM B.V. during the keeping thereof or have become unfit for use due to damage. In that case the client shall provide SCREENCOM B.V. with a new copy at the latter's request, against payment of the costs of the material.
4. The client grants SCREENCOM B.V. a lien on all things that are brought within the power of SCREENCOM B.V. within the scope of the performance of the agreement with SCREENCOM B.V., all this by way of extra security for all that the client may owe SCREENCOM B.V. in whatever capacity or on whatever account, including non-exigible and contingent debts.

Article 14: Force Majeure

1. Failure in the performance of the agreement on the part of SCREENCOM B.V. cannot be imputed to SCREENCOM B.V. if it cannot be blamed for such a failure or which is not regarded as his responsibility by virtue of the law, the agreement or according to generally accepted standards.
2. Any failure on the part of SCREENCOM B.V. in the performance of the agreement which is the result of viruses, war, mobilisation, riots, flooding, blocked shipping, other blocking of transport, stagnation in or restriction or termination of supplies by public utility companies, shortage of electricity, shortage of gas, or other means for the generation of energy, internet connections, fire, breakdown of machinery and other accidents, strikes, lock-outs, actions by trade unions, export restrictions, other government measures, intent or gross negligence on the part of persons whose services are used and other similar circumstances shall be deemed as force majeure and cannot be imputed to SCREENCOM B.V. and shall not give the client the right to terminate the agreement or the right to any damages.

Article 15: Exclusion of liability

1. Except in case of intent or severe negligence on the part of SCREENCOM B.V., SCREENCOM B.V. shall on no account be liable for any type of damage, including additional compensation in any form whatsoever, compensation for indirect or consequential damages or damages for lost sales or profits.
2. Furthermore, the fact that SCREENCOM B.V. shall on no account be obliged to pay more compensation than the value of the financial interest of the agreement and that SCREENCOM B.V. shall on no account be obliged to pay more compensation than the damage that is reimbursed to SCREENCOM B.V. by its insurance, are considered additional mitigating circumstances.
3. The client shall indemnify SCREENCOM B.V. against all claims of third parties that may arise from damages caused in any way by the unlawful or careless use of the products and services provided to SCREENCOM B.V. by the client.
4. SCREENCOM B.V. shall not be liable for damage or loss of whatsoever nature arising from or subsequent upon the client having taken into use, treated or processed, delivered to third parties the manufactured goods or services or having caused same to be taken into use, treated, processed or delivered to third parties after the delivery thereof.
5. SCREENCOM B.V. shall on no account be liable for any damage whatsoever caused by sending confidential or secret information. Additionally, SCREENCOM B.V. shall on no account be responsible for security or abuse by third parties of data being stored.
6. Despite the fact that SCREENCOM B.V. takes the utmost care to ensure the reliability and timeliness of data, inaccuracies may occur. SCREENCOM B.V. shall not be liable for the consequences of the acquisition of data provided or transmitted by SCREENCOM B.V. by contracting parties or third parties. SCREENCOM B.V. shall not be liable for damages resulting from errors, problems caused by or inherent to the distribution of information over the Internet, as well as due to technical failures.

Article 16: Confidentiality

Both parties are bound to secrecy with respect to all confidential information they may have acquired from each other or from any other source within the scope of this agreement. Information is deemed to be confidential if this is communicated by the other party, or if its confidentiality arises from the nature of the information.



Article 17: Hardware

All hardware products purchased from ScreenCom are subject to our terms and conditions (Dutch law) with a hardware warranty of 12 months, unless otherwise stated and from another supplier. Then the conditions of the other supplier will apply.

Within 12 months, the buyer is entitled to obtain free repair or replacement of products that show a lack of conformity within 12 months from delivery, provided that the legal action is initiated within 3 months after the discovery of the defect. If a defect or malfunction is noticed, the buyer will first contact ScreenCom. Then ScreenCom will test remotely whether the problems can be solved. If this is not the case, the product will be sent to ScreenCom's head office at the buyer's expense. ScreenCom will then investigate, repair and then send the repaired or replacement product free of charge within 15 working days. If the product is damaged or broken by the buyer willfully or due to ignorance, these costs will be charged.

Article 18: Governing law

1. The agreement between SCREENCOM B.V. and the client shall be governed by Dutch law, to the exclusion of the law of other States.
2. Only the civil court that has jurisdiction in the place of establishment of the client may take cognizance of any disputes.