

# Terms & Conditions

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## *1. Definitions*

- 1.1 Client: the natural or legal person with whom the contract, products or services of Duplexus are delivered and signed.
- 1.2 Products or Services of Duplexus: the products or services offered by Duplexus; these include the production, placement of websites, registration of domain names, websites and promotion of all other complementary and supportive products and services. As well as, the CMS (Content Management System) within the product of Duplexus.
- 1.3 Agreement: any mutual acceptance that is confirmed by both parties, delivery of one or more Duplexus products or services.

## *2. Start of the Agreement*

- 2.1 An agreement is reached on the day that, the contract is signed by the client, and received and accepted by Duplexus.

## *3. Force Majeure*

- 3.1 Force majeure on the contract includes all described in Dutch law and jurisprudence.
- 3.2 Duplexus cannot be bound by its obligations under the Agreement if compliance is impossible by force majeure.

## *4. Delivery and Warranty*

- 4.1 The customer should immediately check at delivery whether the offered services are complete and working. Complaints concerning visual or technical defects should be reported in writing or by email, within 14 days after delivery to Duplexus. On time and reasonable complaints from the client will result in immediate repair or replacement of the services and goods, or defective parts of the product, Duplexus cannot be held responsible for the costs.
- 4.2 During a period of up to three months after delivery Duplexus will rectify any errors in the software and repair these, if this is reported in detail within this period to Duplexus. This warranty voids if the client did change the software or the applications. Duplexus will work outside the scope of this guarantee charge in accordance with its usual rates.
- 4.3 Duplexus cannot guarantee that the software will work without any interruption or errors or that all errors can be corrected.
- 4.4 Duplexus is not responsible or liable for damages caused by users who gained unauthorized access to the products and services.
- 4.5 The agreed delivery schedules and delivery dates are determined in good faith, based on the information provided when signing the agreement, and they will be taken into consideration as much as possible. A few breaches of delivery does not imply neglect of Duplexus.
- 4.6 Duplexus is not bound to delivery deadlines that cannot be met because of circumstances beyond its control after entering into the agreement. If the term threatens to be exceeding, Duplexus and the client should meet for consultation as soon as possible.

## ***5. Participation by the client***

- 5.1 The client will always inform Duplexus with useful and necessary information for proper implementation of the agreement on time and provide full cooperation.
- 5.2 If it is agreed that software, materials or data will be made available by the client, they will meet the agreed specifications. If the data needed for the implementation is not, not in time, or not in accordance with the agreements made with Duplexus, or if the client does not fulfill its obligations in any other terms, Duplexus has the right to postpone the agreement and to claim the costs resulting in accordance to its usual rates.

## ***6. Terms of Payment***

- 6.1 The client's payment obligation starts on the day that the agreement is signed. The payment covers the period starting on the first day of the next month, of which in the preceding month the actual delivery of products and services Duplexus did occur.
- 6.2 Payment must be made within 14 days after the invoice date, on the terms of Duplexus. The time of payment is the time when Duplexus receives the amount.
- 6.3 If the customer does not pay within the agreed period, the amount of the invoice will increase with a penalty of 10% and a rate of at least 1% a month, without any required notice.
- 6.4 In case of liquidation, insolvency, bankruptcy or suspension of payment of the client, the obligations of the client will immediately be claimable.
- 6.5 For special orders or large orders (CMS) Duplexus has the right to a reasonable deposit in advance to be charged as a security payment to comply with the agreed terms and conditions of payment.
- 6.6 The total price will be charged in advance and must be sent by a quarter year, half year or one year in advance to be paid by invoice, if it does not occur Duplexus has the right to put its services to a (temporary) halt.
- 6.7 If the client thinks that the charged fees are charged incorrectly, it can apply to the principal of objection. After receiving the objection, Duplexus will check the invoice accurately.
- 6.8 If accidentally a lower amount is charged, Duplexus reserves the right to charge the right amount of the subsequent invoice or increase the subsequent invoice with the remaining amount.

## ***7. Retention***

- 7.1 The material provided by Duplexus remains property of Duplexus until all agreed upon amounts are paid.
- 7.2 In order to best fulfill our services, the client gives Duplexus a perpetual, universal, nonexclusive right to copy, display spread, adapt, create derivative works from and distribute to enable the services to be performed. The client will retain ownership of all content made available.

## ***8. Liability***

- 8.1 Duplexus is dependent on the cooperation, services and deliveries of third parties, to deliver its services, where Duplexus has little or no power to affect them. Duplexus can therefore not be held liable for any damage done in any way.

- 8.2 In case of breach of the agreement in the performance of Duplexus, Duplexus is only liable for compensatory damages, i.e. compensation of the value of the omitted performance. Any liability of Duplexus for any other form of damage is excluded, including additional compensation in whatever form, compensation for indirect damages or consequential loss or damage due to lost sales or profits.
- 8.3 Client shall indemnify all claims to Duplexus concerning damages done by third parties, that respect of any damage of method originated by illegal or improper use of the products delivered by Duplexus and services provided.
- 8.4 Given the large number of connection points on the Internet with human intervention, it must be taken into account that the information received or sent through the Internet is freely accessible. Duplexus cannot be held liable for damages in any form caused by sending of confidential or secret information. Duplexus is not liable for protection or abuse by third parties of the data stored.
- 8.5 Duplexus is not responsible or liable for content or material provided by the client.
- 8.6 Changes in the data or information of the client should be notified by the client in writing or by email to Duplexus. If the client does not comply to this, client shall be held responsible for any damages as a result of lack of information suffered by Duplexus.

## ***9. Decommissioning***

- 9.1 Duplexus has the right to (temporarily) use and / or restrict the use of products and services if the client is not in respect of the signed agreement or fails to fulfill an obligation to Duplexus or acts in contrary to the Terms & Conditions. The obligation to pay the sums remains during the decommissioning period.

## ***10. Confidential Information***

- 10.1 Both parties warrants that all information of confidential nature, before and after the period of the agreement received from the other party, shall remain secret. Information will be confidential in any case if it is designated as such by one of the parties.

## ***11. Applicable law***

- 11.1 The Dutch law is applicable on all agreements between Duplexus and the client.
- 11.2 Duplexus has the right to change the Terms & Conditions and apply these modified Terms and Conditions to agreements in use.