

Article 1 – Definitions

1. Client: a natural person(-s) or legal entity(-ies) that placed and paid for an order, (or agreed on work and payment for the work)
2. Company: Pap-rwork, registered at the Dutch chamber of Commerce under number 91528143
3. Parties: Pap-rwork and the client
4. Work: all the work performed for which an order has been given by the client or; is performed or should be performed by the Company for other reasons directly related to the order as indicated in the order confirmation.

Article 2 – Scope of the application

1. These General Conditions apply to all the work, including follow-up work or amended or additional work, performed by company/contractor to client. These general conditions also apply to all agreements arising on this basis and all offers and quotations provided by the company/contractor.
2. Clauses deviating from these conditions are only applicable in the company/contractor has confirmed these expressly to the Client in writing.
3. Standard terms of the client do not apply, unless explicitly accepted by the contractor.
4. If any clause from these General Conditions or any agreement is invalid or declared void, then the rest of this agreement shall continue to be followed. An invalid clause will immediately be replaced, in agreement with both parties, by a clause that is as much as possible in line with the original clause.

Article 3.1 – Establishment of agreement between company and private person(s) and legal entity(ies)

1. All offers of the contractor to private persons are non-binding and issued inclusive of VAT
2. All offers of the contractor to legal entities are non-binding and issued exclusive of VAT.
3. Offers represent only an indication of the fee to be charged, based on an estimate of the time to be spent and such estimate being made, unless the opposite proves to be true, on the assumption that the records and other information of the client will be provided complete and in order.
4. The agreement is concluded at the time that the client has signed up for services (placed an order) on the website and payment has been arranged for.
5. If an order is given verbally or per e-mail, sms or similar means of communication and/or a signed engagement letter has not yet been received by the contractor, and the contractor has started to carry out the order at the client's request, the order will be deemed to have been concluded under the applicability of these General Terms and Conditions.
6. The agreement is entered into for an indefinite period, unless it emerges from the content, nature or scope of the granted work that it has been entered into for a defined period.

Article 4 – Data and information

1. The client is required to provide all information and documents the contractor believes it requires to perform the granted work correctly, in a timely manner and in the desired form and manner.
2. The client will inform the Company/Contractor of all (changed) facts and circumstances that are relevant to the correct execution or completion of the work.
3. The client warrants the accuracy, completeness and reliability of the information and documents provided to the contractor, even if such information and documents originate from third parties.
4. Additional charges and additional fees arising from delays in the execution of the work order caused by non-provision, late provision or improper provision of the required information of documents are at the client's expense.

Article 5 – Execution of the work

1. The Company shall determine the manner in which the work is performed and by whom, yet he/she shall take into account as far as possible the wishes expressed by the Client. The services to be provided by the Company will be performed to its best insight and according to the requirements of professional practice.
2. The Company shall perform the activities to the best of his/her ability and as a professional acting with due care, within the rules of the law; however, Company cannot guarantee that any desired result shall be achieved.
3. Company cannot perform and charge work to the client in excess of the initial agreement until the client has provided prior consent, unless such work is covered by the Company's duty of care.
4. In hiring a third party, the Company will take the necessary care with the client in selecting a third party as much as is customary or reasonable in relationship to the client. The Company is authorised to accept terms that apply in the relationship between the Company and the third party or which are established by the third party..
5. Company excludes any liability whatsoever for damages arising as a result of Company's compliance with legislation and other (professional) regulations applicable to him/her.

Article 6 – Confidentiality

1. Except for an obligation of disclosure in accordance with any legal provision, rule and/or professional rule, directive and/or other regulation, European or otherwise, or in the event that the Company acts for itself and/or for persons affiliated with or working for the Company in a disciplinary, private, administrative or criminal proceeding where such information may be important, the Company is required to maintain confidentiality with regard to third parties and the Company is not entitled to use the information provided to it by the client for purposes other than that for which it has been obtained.
2. Except with the express prior written consent of Company, the Client is not permitted to disclose the content of the recommendations, opinions or other written or unwritten communications of the Company or to make them available in any other way to third parties, except for if this arises directly from the Agreement, if this takes place to obtain an expert opinion concerning the relevant activities of the Company, if the Client is subject to a statutory or professional duty of disclosure, or if the Client represents him/herself in a disciplinary, civil, arbitration, administrative or criminal procedure.
3. Company will impose its obligations under this article on third parties that it hires.
4. This provision does not impede confidential collegial consultation or professional review, insofar this is deemed to be necessary by the Company as part of the requirements of professional practice and/or careful execution of the work. The Company will ensure that confidentiality is also maintained in this area, particularly regarding third party experts hired by the Company whether or not within its own organization.

Article 7 – Intellectual property rights

1. The contractor reserves all rights regarding intellectual products that it uses or has used as part of executing the client's work order, inasmuch as these arise from the law.
2. The client is expressly forbidden to reproduce, publish or exploit such products, including computer programmes, system designs, working methods, recommendations, contracts/model contracts and other intellectual products of the contractor, all in the broadest sense, with or without the involvement of third parties. Publication may therefore occur only after consent has been obtained from the contractor. The contractor has the right to reproduce documents for use in its own organisation, where such use suits the purpose of the work order. In the event of early termination, the foregoing provisions will remain in full effect.

Article 8 – Fees, remuneration

1. The Client shall owe Company a fee and an allowance for costs incurred in accordance with Company's normal rates, calculation methods and working methods. law.
2. The Company has the right to ask for an initial up front payment.
3. If, after conclusion of the agreement but before the order is carried out in full, factors determining the rate, such as wages and/or prices, undergo a change, the Company will be entitled to adjust the agreed rate accordingly, unless the client and Company have made other agreements thereon. The Company also reserves the right to adjust the agreed hourly rates annually as of January 1.
4. All amounts in the offers and in any other correspondence to private individuals are inclusive of VAT and exclusive of other governmental charges, unless otherwise mentioned.
5. All amounts in the offers and in any other correspondence to legal entities are exclusive of VAT and exclusive of other governmental charges, unless otherwise mentioned.

Article 9 – Payment

1. Payment by the client must take place, without any deductions, discount or set-off, within the agreed terms, no later than 14 days from the invoice date. Payment must be made in by means of deposit or transfer to the bank account indicated on the invoice.
2. If the client has not paid within the period stated in 9.1, the contractor will be entitled, having requested the client once to pay, to charge the client statutory business delay interest from the due date until the date of full payment, without further notice of default, notwithstanding the contractor's other rights. The client is not permitted to claim suspension or settlement against outstanding claims of the contractor for any reason.
3. In the event of late payment, the contractor will be entitled to suspend execution of the work without this resulting in any responsibility for damage on the part of the contractor.
4. If no payment occurs after the payment period has elapsed and the contractor is required to take collection measures, the client will owe extra-judicial collection charges of 15% of the amount due. If the contractor, after notice to that effect, must take collection measures, the client will be required to pay, in addition to the principal and interest owed, all actual legal and extra-judicial expenses (i.e., not only the liquidated expenses) related to the relevant measures and proceedings.
5. If the contractor believes that the client's financial situation or payment practices warrant it, the contractor is entitled to require the client to provide a security or additional security immediately, in a form to be determined by the contractor. If the client neglects to provide the requested security, the contractor will be entitled, notwithstanding its other rights, to suspend further execution of the work immediately and all amounts owed by the client to the contractor for any reason will be due immediately.
6. In the case of an order given jointly, the clients, insofar as the work was performed for the joint clients, will be severally liable for payment of the invoice amount.

Article 10 – Complaints

1. Complaints relating to the work performed and/or the invoice amount must be communicated to Company in writing within 60 days after the posting date of the documents or information over which the Client is lodging a complaint, or, if the Client demonstrates that he/she was not reasonably able to discover the reason for the complaint earlier, within 60 days after the discovery of the shortcoming.
2. Complaints do not suspend the payment obligation of the Client.
3. In the event of a legitimate complaint, Company may choose between adjusting the fee invoiced, improving the activities in question free of charge, performing them again free of charge, or ceasing to perform the Agreement in whole or in part, and repaying a pro rata amount of the fee already paid by the Client.

Article 11 – Terms of delivery

1. If the Client owes an advance payment or if the Client must provide the necessary data and information for the performance of the work, then the period during which the activities should be completed shall not commence before the payment is received by Company, or before all of the data and information is provided to Company.
2. The terms during which activities must be completed are only considered final deadlines if this is agreed in writing.
3. Unless it has been established that performance thereof remains impossible, the Agreement may not be terminated by the Client because the deadline is not met unless the Company also does not carry out the agreement, fully or in part, within a period indicated to it in writing after the agreed delivery period has passed. Dissolution will then be permitted in accordance with article 265, Volume 6 of the Civil Code.

Article 12 – Termination of the agreement

1. The client and the Company may terminate the agreement at any time in writing taking a reasonable notice period into consideration.
2. The Company remains entitled to payment of the fees for work performed until the agreement termination date.
3. In the event that the client decides to terminate the agreement earlier, the Company remains entitled to compensation for the costs that has reasonably been incurred as a result of the early termination, including costs relating to subcontracting. If the Company terminates the engagement early, the client is entitled to the assistance of the Company in transferring work to third parties.
4. Upon termination each party will without any delay return each other's belongings to one another.

Article 13 – Liability

1. The Company is liable for any shortcoming in the performance of the Agreement insofar the shortcoming is a result of to the extent that the shortcoming is the failure to comply with the care and expertise on which in the execution of the agreement should be trusted. Company is not liable for the following:
 - a. Any loss or damage arising for the Client or third parties that is the result of incorrect or incomplete data or information provided by the Client to Company or which is otherwise the result of acts or omissions by the Client.
 - b. Any Loss of profits, indirect or consequential damage arising for the client or third parties.
2. The aforementioned exclusions are not applicable in case of intentional act, wilful recklessness or gross negligence of Company.
3. The liability of the Company and/or persons affiliated with or working for the Company, arising from or related to the execution of work, will be limited to a maximum of the fee as agreed upon based on Article 8 as received by the Company as part of the relevant agreement and/or as to be received for the specific work performed for which the error resulted, to a maximum of € 25,000.
4. A claim for the reimbursement of loss or damage must be submitted to Company no later than 3 months after the Client has discovered or reasonably could have discovered the loss or damage. If this does not occur, the right to compensation for loss or damage shall be forfeited.
5. The client is obligated to reimburse Company and indemnify Company against all claims from third parties – also including the shareholders, managing directors, supervising directors and staff of the Client, as well as affiliated legal entities and businesses and others involved with the Client's organisation – which arise from or are connected with the activities of Company for the Client, except insofar as these claims are the result of wilful misconduct or gross negligence on the part of Company.
6. All liabilities for actions, legal or otherwise, and shortcomings of any nature by third parties hired by the Company are excluded.
7. Damage resulting from inaccuracies in texts or printed matter, or messages via electronic means, that have been checked or approved by the client, cannot be claimed against the Company by the client.

Article 14 – Electronic communication

The client and the Company may communicate with each other by electronic means during the execution of the work. Parties are not liable towards another for damage incurred to the other as a result of the use of electronic means of communication, including, but not limited to, damage resulting from non-delivery or delay in the delivery of electronic communications, interception or manipulation of electronic communications by third parties or by software/hardware used to transmit, receive or process electronic communications, transmission of viruses and non-functioning or improper functioning of the telecommunications network or other resources required for electronic communications, except inasmuch as the damage is the result of gross fault and/or intent.

Article 15 – Expiration period

1. The provisions of these General Terms and Conditions, which are explicitly or implicitly intended to remain in effect after the end of this agreement, will remain in effect thereafter and continue to be binding for the parties.
2. Insofar as these General Terms and Conditions do not indicate otherwise, all claims by the client against the Company shall lapse after the expiry of one year after such claims have arisen and in all events after five years from the event causing the claims.

Article 16 – Applicable law

1. All agreements between the client and the contractor to which these General Terms and Conditions apply are exclusively subject to Dutch law.
2. Any disputes relating to agreements between the client and contractor, to which these terms apply and which are not part of the jurisdiction of the district judge, will be adjudged by the competent judge in the region where the contractor is domiciled.
3. Contrary to the terms of paragraph 16.2, the client and contractor may resolve any disputes in another manner of dispute resolution