

General Terms & Conditions - Lorin Eline

In these General Terms & Conditions Lorin Eline Kamperman [Lorin Kamperman, www.LorinEline.com , KVKnr: 68933096 freelance fundraiser & business developer in social & cultural entrepreneurship, Burgemeester Weertsstraat 51, 6814HM Arnhem, The Netherlands] shall be referred to as “the freelancer”

Article 1. General

These General Terms & Conditions shall apply to all legal relationships between the freelancer and the client and supersede any terms and conditions referred to, offered or relied on by the client, unless expressly agreed otherwise in writing.

Article 2. Quotations and conclusion of contracts

2.1 All offers and quotations issued by the freelancer are made without obligation. All offers and quotations expire after 14 days.

2.2 A contract is concluded upon the client’s written acceptance of the quotation, or, if no quotation was given, upon the freelancer’s written acceptance of the client’s order.

2.3 The freelancer may consider any person or entity who extended the assignment as its client, unless that party expressly indicated that he was acting on behalf and for the account of a third party, whose name and address were supplied to the freelancer at the same time.

Article 3. Changes or cancellations

3.1 Any major changes to the assignment, after a contract has been concluded, shall entitle the freelancer to modify the quoted price and/or the term of delivery.

3.2 In case the client cancels the assignment after a contract has been concluded, the client shall be liable to pay for the work already produced. The freelancer shall place the work already completed at the client’s disposal.

3.3 The client is obliged to inform the user without delay of changes to the issued Information and other facts and circumstances that could be important to execution of the contract.

Article 4. Performance of assignments and confidentiality

4.1 The freelancer shall perform any assignment to the best of her professional knowledge and ability for the purpose as specified by the client. The freelancer does not however guarantee that any intended result will be achieved.

4.2 The freelancer shall keep all information supplied by the client strictly confidential.

4.3 Unless expressly agreed otherwise, the freelancer shall be entitled to have all or part of an assignment performed by a third party, however without prejudice to her own responsibility to the confidential treatment of information and the proper performance of the assignment.

Article 5. Term and date of delivery

5.1 Any agreed delivery date is provisional, unless agreed otherwise in writing. The

freelancer shall notify the client as soon as it becomes clear an agreed delivery date cannot be met.

5.2 If it has been agreed that the contract will be executed in stages, the freelancer reserves the right to suspend execution of the components forming part of a subsequent stage until the client has approved the results of the preceding stage in writing.

Article 6. Force majeure

6.1 The parties are not be required to comply with any obligation if prevented from doing so as a result of a circumstance that is beyond their control and for which they cannot be held accountable by virtue of the law, a juristic act or generally accepted views.

6.2 In these general conditions, force majeure is defined - in addition to that which is deemed as such by law and legal precedent - as all circumstances, foreseen or unforeseen, that are beyond the control of the user but which prevent the user from meeting his obligations.

6.3 The parties can suspend their contractual obligations during the period of force majeure. If the period of force majeure lasts for longer than two months, either party shall be entitled to dissolve the contract without being obliged to pay any compensation for damages to the other party.

6.4 If the freelancer has already partly met or will partly meet his contractual obligations when the period of force majeure begins and independent value can be attached to the obligations complied with or to be complied with, the freelancer reserves the right to separately charge for the obligations already complied with or to be complied with. The client is obliged to pay that charge as though it were a separate contract.

Article 7. Prices and payment

7.1 All fees are based on the freelancer's current fee per hour, unless expressly agreed otherwise in writing.

7.2 All prices are exclusive of VAT and travel costs.

7.3 All payments must be made in full no later than 14 days after the invoice date and shall be remitted in the currency invoiced. After this period, the client shall receive a reminder. Should this prove to be insufficient, the client shall without further notice be in default, after which interest and late payment fees shall be added to the invoice amount.

7.4 For orders with a term of more than two months the payable costs will be charged periodically.

7.5 In the event of the client being liquidated, declared bankrupt or granted suspension of payment, the claims of the user on the client shall become immediately due and payable.

7.6 All judicial and extrajudicial (debt collection) costs reasonably incurred by the freelancer in connection with the client's non-compliance or late compliance with his payment obligations shall be for the client's account.

7.7 The client is liable for payment of interest over the debt collection costs.

Article 8. Retention of title

All goods delivered by the freelancer, including designs, sketches, drawings, films, software, (electronic) files, etc., remain the property of the freelancer until the client has met in full all of the obligations under the contract entered into with the freelancer; this to be decided at the freelancer's discretion.

Article 9. Complaints and disputes

9.1 In case of any complaints about the work produced by the freelancer, the client shall notify the freelancer in writing as soon as possible and in any event within 10 working days after delivery of the work. No complaint shall release the client of its payment obligations.

9.2 In case of a valid complaint, the freelancer shall correct or replace the work within a reasonable period, or, if the freelancer cannot reasonably comply with the client's wishes, a discount may be granted.

9.3 The client shall no longer be in a position to lodge a complaint if the client has modified the work produced by the freelancer itself.

Article 10. Liability and indemnity

10.1 The freelancer shall exclusively be liable for any direct loss or damage demonstrably deriving from any fault for which she can be held accountable. The freelancer shall under no circumstance be liable for any other form of loss or damage, such as trading or consequential losses, losses due to delay, or loss of profit. The freelancer's liability shall never exceed the invoice amount for the assignment concerned excluding VAT.

10.2 The freelancer shall never be liable for any loss or damage being a result of or in connection with the lack of or incorrectness of any information provided by the client.

10.3 The client shall indemnify the freelancer and hold her harmless against all claims from third parties in connection with the performance of the assignment as well as against all claims from third parties being a result of the client's use or distribution of the work produced by the freelancer.

Article 11. Intellectual property & Copyright

11.1. Notwithstanding the other provisions of these general terms and conditions, the user reserves the rights and powers enjoyed by the user under the Netherlands Copyright Act.

11.2 All reports, recommendations, contracts, designs, sketches, drawings, software, etc., issued by the freelancer are exclusively designated for the client's use and the client may not, without the prior permission of the user, reproduce them, publicise them or communicate them to third-parties unless otherwise determined by the nature of the documents issued.

11.3 The freelancer reserves the right to use information received through the implementation of the work for other purposes provided that doing so does not result in confidential information being disclosed to third-parties.

Article 12. Applicable law and jurisdiction

12.1 All legal relationships between the user and the client to which these general conditions apply shall be governed by the laws of the Netherlands. The Vienna Sales Convention is expressly excluded.

12.2 All disputes and claims that may arise from this contract shall be subject to the exclusive jurisdiction of the competent Dutch court.