

Terms and conditions

1. Definitions

Explanation of terms from the service agreement and terms and conditions:

1.1. “Service Agreement”: the agreement between FlowSync-Integration and the Client which sets forth the legal relationship between the parties for the provision of services as well as the resulting agreements.

1.2. “Client”: any natural or legal person with whom FlowSync-Integration has entered into a Services Agreement.

1.3. “FlowSync Integration”: (Chamber of Commerce: 95172890), which provides services to the Client under the Services Agreement.

1.4. “Working Days”: 9:00 to 17:00 (CET / CEST) on weekdays, excluding weekends, Dutch national holidays and days prior to which FlowSync-Integration has announced to be closed.

1.5. “Office hours”: hours between 9:00 and 17:00 (CET / CEST) on weekdays, excluding weekends, Dutch national holidays and days prior to which FlowSync-Integration has announced to be closed.

1.6. “Evening hours”: between 17:00 and 09:00 (CET / CEST) on weekdays, with the exception of weekends, Dutch national holidays and days prior to which FlowSync-Integration has announced to be closed.

1.7 “Weekend”: from Friday 17:00 to Monday 09:00 (CET / CEST).

1.8. “Integration”: a route configured by FlowSync-Integration on the Client’s Alumio platform.

2. Rates

2.1 All rates quoted by FlowSync-Integration are exclusive of VAT and other statutory levies.

2.2 FlowSync-Integration is authorized to adjust its rates per January 1 of each calendar year by up to the percentage of inflation for the previous calendar year based on the consumer price index provided by the Dutch Bureau of Statistics (CBS). Any other intended rate changes will only apply if the parties have agreed to them in writing.

3. Termination

3.1. Extrajudicial dissolution shall be in writing only.

3.2. Either party shall be entitled, without any demand, notice of default or other announcement being required, to dissolve the Service Agreement out of court if:

- a. the other party applies for (temporary) suspension of payment or is granted (temporary) suspension of payment;
- b. the other party applies for its own bankruptcy or is declared bankrupt;
- c. the other party's business is liquidated;
- d. the other party ceases its business;
- e. a considerable part of the other party's capital is seized through no fault of the one party, or if the other party must otherwise no longer be deemed capable of fulfilling the obligations under the Service Agreement.

3.3. If, at the time of dissolution, the Client had already received performance under the Services Agreement, it may only partially dissolve that agreement and only in respect of that part that has not yet been performed.

3.4. Amounts that FlowSync-Integration has invoiced to the client prior to the dissolution will continue to be owed to it by the client and will become immediately due and payable at the time of dissolution.

4. Suspension

4.1. If the client fails to fulfill a due and payable obligation arising from the Service Agreement in full or in a timely manner, FlowSync-Integration is entitled to suspend its obligations to the client without further notice, without thereby being liable to pay any compensation to the client.

5. Liability

5.1. A party that imputably fails to fulfill one or more of its obligation(s) under the Service Agreement shall be liable to the other party for the direct damage resulting therefrom, subject to the provisions of this Article.

5.2. Liability for indirect or consequential damage, such as turnover or profit not enjoyed, interest or delay damage, missed savings or reputation damage is excluded.

5.3. To the extent that FlowSync-Integration is subject to any (legal) liability – whether based on contractual liability, tort or other legal or non-legal grounds – and FlowSync-Integration is required to compensate any damage, the damage to be compensated will be limited to the invoice amount.

5.4. FlowSync-Integration is never liable for damage caused by third parties. FlowSync-Integration is also never liable for damages resulting from abuse or unauthorized use of the (login) data of the system of the Client.

6. Force majeure and deadlines

6.1. A force majeure situation may make it impossible for FlowSync-Integration to perform its work or to perform it in a timely manner, or the work performed may not (continue to) have the quality, which FlowSync-Integration and the Client strive for. FlowSync-Integration is not liable to the Client for any failure to perform the agreement if such failure is the result of force majeure.

6.2. Force majeure includes any shortcoming that cannot be attributed to FlowSync-Integration because it is not due to its fault, or is not for its account by virtue of the law, legal act or common opinion, as well as any situation beyond the reasonable control of FlowSync-Integration.

6.3. Force majeure shall in any case include: strikes, occupation, fire, war, restriction or cessation of supply by public utility companies, non-delivery of necessary materials, services or products by third parties, business disturbance, revolution or a similar situation, riots, illness of enlisted employees and/or third parties, earthquake, water damage, flood, earthquake or other natural disaster.

6.4. A force majeure situation shall not entitle the client to dissolve the agreement or to any (compensation). If a force majeure situation continues or has lasted for more than three (3) months, the parties shall be entitled to dissolve the agreement without the other party being entitled to any compensation. Invoices or costs for work already performed by FlowSync-Integration or purchased goods will remain due.

6.5. Terms mentioned are not deadlines. No rights can be derived from them.

7. Intellectual property

7.1. All intellectual property rights, including but not limited to copyrights, trademark rights, trade name rights, database rights, drawing and design rights, patent rights as well as rights concerning know-how that could be created by an Employee in the performance of the Services Agreement, belong to FlowSync-Integration.

7.2. All documents provided by FlowSync-Integration, such as reports and advice, are exclusively intended for the Client's own use. The client is not entitled to reproduce, disclose or notify third parties thereof.

8. Transfer of rights and amendments

8.1. Without the prior written consent of the other, a party may not transfer or subcontract all or part of its rights and obligations under the Service Agreement as well as these General Terms and Conditions to third parties.

8.2. Amendments to the Service Agreement shall only bind the Parties if both Parties agree to such amendments.

8.3. FlowSync-Integration is authorized to change its General Terms and Conditions periodically. The most recent version of the General Terms and Conditions can be consulted via FlowSync-Integration's website. For current agreements, the Client may reject the new version of the General Conditions for 14 calendar days after FlowSync-Integration has notified the new version, failing which the new version will apply.

8.4 If unforeseen circumstances make fulfillment of the arrangements in the Agreement reasonably impossible, the Parties will consult about amending the Agreement. An amendment to the Agreement will only be effected after the amendment has been expressly accepted by both Parties in writing (including by email).

9. Payment

9.1 Payment by the client of FlowSync-Integration's invoices shall be made without authority to make any deduction, discount, or setoff and must be received within 14 days of the invoice date.

9.2 The term of payment is a strict deadline. If the client fails to pay, fails to pay on time, or fails to pay in full the amount it owes to FlowSync-Integration, the client will be in default from the time the payment term is exceeded without further notice of default being required. Without prejudice to any legal authority of FlowSync-Integration, FlowSync-Integration will send the client a reminder once. In case of a second reminder, FlowSync-Integration is entitled to charge 15 percent over the principal amount in collection costs with a minimum of € 500,- per collection.

10. Liability

The parties are each liable for their own part of the agreement. Only in case of intent and/or gross negligence of one of the parties is this party liable. The Contractor's liability is limited to the invoice amount.

11. Confidentiality and privacy

11.1 The parties themselves are responsible for the protection of personal data they process under this agreement. Each party is obliged to process the personal data in accordance with the legal provisions.

11.2 The parties are both bound to secrecy with respect to all information that comes to their knowledge in the execution of the agreement. This obligation of confidentiality shall continue after termination of the agreement.

12. Choice of law

The Agreement is governed by Dutch law. In the event of any disputes arising from or related to this Agreement, the Parties undertake to try to reach an amicable solution within no more than three weeks, unless urgent interests of either Party dictate otherwise. If the Parties do not succeed in finding an amicable solution, the dispute may be settled by the competent court.

These general terms and conditions are valid as of October 1, 2024