



General Terms and Conditions

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Introduction

This document describes General Terms and Conditions CONTACTCENTER4ALL B.V.

Article 1. Definitions

- 1.1. In these General Terms and Conditions, the following terms shall have the following meanings unless expressly stated otherwise or the context indicates otherwise:
- A. User: the user of these general terms and conditions: ContactCenter4ALL B.V. established in (4131 NJ) Vianen, at Lange Dreef 15, registered with the Chamber of Commerce under Chamber of Commerce number 65298861;
 - B. Partner or Other Party: the company or private individual who enters into an agreement with the User concerning software licenses and software applications, or who has received a quotation/offer from the User or with whom the User is or will be in any legal relationship, or the person for whom the User performs any legal transaction;
 - C. Agreement: the agreement and/or any commitment between the User, the User's affiliates, and the Partner. The Agreement includes, among other things, and provides for a non-exclusive cooperation between User and Partner and may provide for an SLA (Service Level Agreement).

Article 2. General

- 2.1. These general terms and conditions apply to all quotations, offers and agreements regarding the performance of deliveries and/or services and/or work by the User to the Partner and all (other) legal transactions between the User and the Partner, including negotiation and other pre-contractual situations. The User performs his services exclusively under the applicability of these terms and conditions.
- 2.2. These general terms and conditions also apply to all agreements with the User, for the performance of which third parties must be involved.
- 2.3. Deviations from these general terms and conditions are only valid if they have been expressly agreed to in writing or electronically.
- 2.4. The applicability of any other general terms and conditions of the Partner is expressly rejected.
- 2.5. If one or more of the provisions in these general terms and conditions are null and void or should be annulled, the other provisions remain fully applicable. The User and the Partner will then consult to agree on new provisions to replace the null and void or annulled provisions, taking into account the purpose of the original provision as far as possible.

Article 3. Offers and quotations

- 3.1. Every quotation from the User is without obligation. The User may revoke its offer shortly after receipt of its acceptance.
- 3.2. Each offer is based on execution under normal circumstances and on information, data, documents, etc., provided by the Partner. The Partner guarantees the accuracy and completeness of the requirements and specifications and other data on which the User bases its offer by or on behalf of the User.
- 3.3. If the acceptance deviates (on minor points) from the offer included in the offer, the User is not bound by it. In that case, the agreement will not be concluded in accordance with this deviating acceptance.
- 3.4. A composite quotation does not oblige the User to perform part of the assignment in return for a corresponding part of the quoted price.
- 3.5. Offers or quotations are not valid for future assignments.
- 3.6. Obvious errors or mistakes on the website and in the User's leaflets, quotations, or publications are not binding on the User, nor are clerical errors binding.
- 3.7. The models, concepts, advice, illustrations, drawings and measurements attached, displayed or communicated with the tenders give only a general representation of the works, services or goods offered. Changes as a result of which the actual execution deviates slightly from the said models, concepts, advice, images or sizes, but as a result of which no substantial change is made in the execution of the order, do not oblige the User to pay any compensation and do not entitle the Partner to suspend payment of the invoice amount.
- 3.8. The quotations/offers and other documents provided by the User to the Partner may not be submitted without the User's consent or made available to third parties.
- 3.9. The Partner must treat the information from the quotation as confidential and may not use it for its use or use by third parties or disclose it to third parties without the prior written consent of the User.
- 3.10. If no agreement is concluded based on the quotation, the quotation and all accompanying documents must be submitted on the first request.
- 3.11. A deposit paid will not be refunded after cancellation of goods or services, or at least the Partner waives the right to reclaim it.

Article 4. Prices

- 4.1. The prices or rates included in quotations or offers are in euros and exclusive of VAT and other levies (by the government). If the prices or rates are based on US dollars (USD) or British pounds (GBP), CC4All reserves the right to adjust the prices or rates in the event of significant fluctuations in the exchange rate between the relevant currency and the euro. A variation of more than [e.g., 3%] from the exchange rate on the date of signing this agreement shall be considered significant. Any adjustments will be made proportionally and based on the official reference exchange rate published by the European Central Bank at the time of invoicing.

Article 5. Execution of the agreement

- 5.1. The User shall execute the agreement to the best of his knowledge and ability and in accordance with the requirements of good workmanship, based on the state of science known at that time and what is customary.
- 5.2. If and to the extent required for the proper execution of the agreement, the User has the right to have certain activities carried out by third parties.
- 5.3. The User is always entitled to ask the Partner to provide sufficient security to fulfil its (future or otherwise) payment obligation(s). The User is entitled to suspend the execution or further execution of the agreement until the requested security has been provided.

Article 6. Obligations of the Partner

- 6.1. The Partner shall ensure that all data, equipment and spaces that the User indicates are necessary or that the Partner should reasonably understand are required for the execution of the agreement are provided to the User in a timely manner. If the Partner has not fulfilled this obligation, the User has the right to suspend the execution of the agreement and/or to charge the Partner for the additional costs resulting from the delay in accordance with the usual rates.
- 6.2. If the products or data provided by the Partner are incomplete and/or incorrect, this will be entirely at the expense and risk of the Partner. The Partner is responsible for the calculations, designs, and drawings provided by or on its behalf and for the suitability of the materials provided by or on its behalf.
- 6.3. The Partner is obliged to inform the User immediately of facts and circumstances that may be relevant to the execution of the agreement.
- 6.4. The Partner must refrain from conduct that makes it impossible for the User to execute the agreement properly. The Partner enables the User to carry out the work undisturbed, in a good and safe manner, in a timely manner, thoroughly and in accordance with the agreement.
- 6.5. The User assumes that the Partner complies with all its legal obligations.
- 6.6. The Partner indemnifies the User against any claims by third parties who suffer damage in connection with the execution of the agreement and which is attributable to the Partner.
- 6.7. In the event that the Partner fails to comply with 6.6, it may give indemnity or, if it is judged that it does not have to give indemnity, provide adequate insurance.
- 6.8. The Partner is obliged to use the advice, service or goods provided by the User only in accordance with the instructions or the technical specifications. In case of doubt, the Partner must inform the User without delay, without which the Partner's right to hold the User liable lapses.
- 6.9. If the Partner does not fulfil its obligations towards the User or fails to do so in a timely manner or in full, the Partner is liable for all damage suffered by the User as a result.
- 6.10. The Partner cannot transfer the obligations arising from the agreement to a third party without the User's consent.

Article 7. Modification of the Agreement

- 7.1. If, during the execution of the agreement, it appears necessary to amend or supplement the agreement for proper performance, the parties will amend the agreement in a timely manner and through mutual consultation. Partner will cooperate in this context without delay.
- 7.2. If the parties agree to amend or supplement the agreement, the time of completion of the performance may be affected. The User shall inform the Partner of this as soon as possible.
- 7.3. If the amendment of or addition to the agreement will have financial and/or qualitative consequences, the User shall inform the Partner in advance.

Article 8. Delivery and agreed times

- 8.1. The delivery periods and times specified by the User are not to be considered strict deadlines.
- 8.2. In the event that a delivery period or time agreed with the Partner is exceeded as a result of an event that is in fact beyond the control of the User and cannot be attributed to the User's actions and/or omissions, this period will automatically be extended by the period that it was exceeded as a result of such an event.
- 8.3. Exceeding the specified delivery time does not entitle you to compensation.
- 8.4. The Partner is expected to inspect or investigate a work and/or advice immediately after delivery of a work and/or advice and to report any defects found thereto to the User immediately but within 2 days unless demands of immediate urgency entail that immediate investigation and inspection must take place. The Partner must allow the User to check this report or complaint and to perform the agreed work still. If the complaint is filed too late, the Partner's legal claim will lapse
- 8.5. The Partner must also check the products and services provided immediately. Any defects must be made known to the User immediately after delivery.
- 8.6. If purchased products are not accepted or refused by the Partner, they will be stored at the expense and risk of the Partner, and the full agreed price remains due, without prejudice to the right to full compensation.

Article 9. Transfer of risk upon delivery of goods

- 9.1. The risk of the goods or work delivered is transferred when the User makes it available to the Partner.

Article 10. Term extension/reimbursement of costs

- 10.1. The User is entitled to an extension of the deadline and/or reimbursement of costs if:
 - A. these terms and conditions expressly provide for this and on the condition that the delay and/or costs are caused by a circumstance that cannot be attributed to the User; or
 - B. they are caused by a circumstance for which the Partner is responsible; or
 - C. an unforeseen circumstance arises of such a nature that, according to the standards of reasonableness and fairness, the Partner cannot expect the agreement to remain unchanged.
- 10.2. If the User is of the opinion that it is entitled to an extension of the deadline and/or reimbursement of costs, it will inform the Partner that it will expedite the in writing or by e-mail. In doing so, the User shall state all direct and indirect costs. It also mentions the planning implications.

Article 11. Fees

- 11.1. When the agreement is concluded, the parties may agree on a fixed price or fee in writing or electronically.
- 11.2. If no fixed price or fee is agreed upon, the price or fee will be determined based on the User's rates. The fee will be calculated according to the User's usual rates, applicable for the period in which the work is performed, unless a different rate has been agreed.

Article 12. Materials

- 12.1. When carrying out the order, the User will use materials of normally accepted commercial quality regarding the materials to be supplied and processed by the User.
- 12.2. Materials processed or processed by the Partner can no longer be considered non-compliant. The Partner bears the risk of controlling quantities and quality. The processing or processing shows acceptance in the agreed quality and quantity.

Article 13. Cancellation

- 13.1. In the event that the Partner cancels, modifies or cancels an assignment given to the User, the Partner will have to reimburse all costs already incurred by the User in the context of the assignment (purchase of raw materials, materials, wage payments, planned teaching activities, preparation of services, etc.). The costs already incurred for personnel or third parties must also be reimbursed in full, in accordance with the agreed fee, or the usual fee charged by the User.
- 13.2. The above-mentioned cost arrangement does not affect the Partner's possible liability for the damage resulting from the cancellation.

Article 14. Payment

- 14.1. Payment must be made immediately in a manner to be specified by the User, unless the parties agree otherwise.
- 14.2. Any claims or objections concerning this invoice must be notified in writing (email accepted) within 10 days of the invoice date. After this period, the invoice shall be deemed accepted.
- 14.3. If the Partner has not paid the invoice amount on time, the Partner will be in default and the statutory interest will be payable by the Partner. The Partner shall bear all judicial and extrajudicial collection costs incurred by the User to collect the Partner's claim. The extrajudicial collection costs amount to at least 15% of the principal amount with a minimum of € 500,-. If the actual extrajudicial costs incurred (including the costs to be paid to a lawyer or bailiff) exceed 15% of the principal amount, Partner will owe the actual costs incurred.
- 14.4. In the event of liquidation, bankruptcy, attachment or suspension of payments of the Partner, the User's claims against the Partner shall be Immediately due and payable.
- 14.5. Any payment made by the Partner shall first be made for the payment of the interest(s) due and then for the payment of the recovery costs. Only after payment of these amounts will any payment by the Partner be intended to pay the outstanding principal amount.

Article 15. Retention of title and retention

- 15.1. All delivered and future products, licenses, software, apps, etc., shall remain the exclusive property of the User, provided they are unopened and unused, until all claims that the User has or will obtain against the Partner have been paid in full.
- 15.2. As long as the ownership of the products has not been transferred to the Partner, because Partner does not comply with the (payment) obligations towards the User, the Partner may not sell the products:
 - A. pledge, otherwise encumber or dispose of;
 - B. grant to third parties any other right thereto;
 - C. Resell.
- 15.3. The Partner is obliged to keep the products delivered under retention of title with due care and as recognisable property of the User.
- 15.4. The User is entitled to take back the products that have been delivered under retention of title and are still present at the Partner. if the Partner is in default of the fulfilment of its payment obligations or is or is in payment difficulties or is likely to be in payment difficulties. The Partner shall at all times grant the User free access to its premises and/or buildings for the purpose of inspecting the products and/or exercising the User's rights.
- 15.5. If the User cannot invoke its retention of title because the delivered products have been mixed, distorted, disposed of, sold or traced, the Partner is obliged to pledge the newly formed goods to the User.
- 15.6. The User may collect the goods, products, property rights, data, data, documents, data files, despite an existing obligation to hand them over, until the Partner has paid all amounts due to the User.

Article 16. Suspension and dissolution

- 16.1. The User is entitled to suspend the execution of the order with immediate effect if after the conclusion of the agreement, the User has come to the knowledge of circumstances giving good reason to fear that the Partner will not comply with its obligations. In the event that there is good reason to fear that the Partner will only partially or not properly comply, the suspension is only permitted to the extent that the shortcoming justifies it.
- 16.2. The User is entitled to (partially) dissolve the agreement if the Partner does not or does not fully comply with the obligations under the agreement and the Partner has not complied with a sent notice of default, or if notice of default is pointless.
- 16.3. Furthermore, the User is entitled to dissolve the agreement if circumstances arise that are of such a nature that compliance with the agreement is impossible or can no longer be required according to the standards of reasonableness and fairness, or if circumstances otherwise arise that are of such a nature that unaltered maintenance of the agreement cannot reasonably be expected.
- 16.4. The User is entitled to dissolve the agreement if the Partner requests a moratorium on payments or if this is granted to the Partner, in the event that the Partner is declared bankrupt or a request is submitted, in the event that the Partner is unable to meet its debts, proceeds to terminate or liquidate its business, is placed under guardianship or otherwise (government) supervision, or in the event that an administrator or receiver is appointed.

Article 17. Liability and limitation

- 17.1. The User cannot be held liable to compensate for any damage that is a direct or indirect result of:
 - A. an event that is in fact beyond its control and therefore cannot be attributed to its actions and/or omissions, as described, among other things, in Article 18 of these general terms and conditions;
 - B. any act or omission of the Partner, its subordinates, or any other person, employed by or on behalf of the Partner.
- 17.2. The User is not liable for damage of any nature whatsoever as a result of the User relying on incorrect and/or incomplete information provided by the Partner.
- 17.3. The User is not liable for any accidents with the goods, advice or service provided by the User, for example due to Incorrect or improper use or use contrary to the instructions for use, methodology or custom.
- 17.4. Under no circumstances shall the User be liable for damage that has arisen or been caused by the Partner using the goods supplied by the User for a purpose other than that for which it was purchased.
- 17.5. If the Partner or a third party makes changes to the advice, goods or services provided by the User, the User shall not liability with regard to the operation and any (consequential) damage.
- 17.6. The User does not accept any liability if, contrary to the advice of the User, the Partner demands that certain activities must nevertheless take place, whether or not on or with unsuitable items, including.
- 17.7. The User is never liable for damages, such as loss of turnover, which is the result of damage caused by the disruption in the Partner's business operations. Such malfunction or business interruption is at the risk of the Partner. If the Partner wishes to be covered for the resulting damage, the Partner must take out insurance for this himself.
- 17.8. Neither the User himself, nor those working there and/or its agents are liable to the Partner for any consequential or indirect damage, regardless of their origin.
- 17.9. The User is not liable for damage caused by the Partner's failure to comply with their obligations arising from these general terms and conditions, the agreement or the law. In the event of a conflict, these general terms and conditions shall prevail.
- 17.10. If the User is liable for any damage, the User's liability is limited to the amount of the payment made by the User's insurer. If the insurer does not pay out in any case or the insurance does not cover the damage, the User's liability is limited to 10% of the invoice amount with a maximum of € 1,000,-, at least to that part of the agreement to which the liability relates. For the rest, the Partner will take care of proper insurance.
- 17.11. The limitations of liability included in these general terms and conditions do not apply if the damage is attributable to intent or gross negligence on the part of the User or its subordinates.
- 17.12. The Partner's rights of action and other powers against the User for whatever reason shall in any case expire after the expiry of six months from the moment at which an event occurs based on which the Partner can exercise rights and/or powers against the User and the summons has not been served on the User.

Article 18. Force majeure

- 18.1. The User is not obliged to comply with any obligation if it is prevented from doing so due to force majeure. Force majeure is in any case understood to mean: extreme weather conditions, such as: (tropical) storms, tornadoes, hurricanes, lightning, and extremely high or low temperatures; Floods; Landslides; corrosive air; terrorism; pandemics and the resulting restrictions/measures, third-party impediments, including those of governments; barriers in transport; strikes; riots, wars or dangers of war; loss or damage to goods during transport; the non-delivery of goods to the User by its suppliers, or late delivery; export and import bans; fires, malfunctions and accidents in the User's or its supplier's business; the incineration of means of transport of the User or its supplier, the occurrence of malfunctions thereof, the involvement of accidents thereof; measures taken by any domestic, foreign or international government.
- 18.2. Force majeure is also understood to mean a shortcoming on the part of suppliers or third parties engaged by the User.
- 18.3. In the event of force majeure, the User will not be obliged to compensate any damage as a direct or indirect consequence thereof and will also be released from its obligation to deliver or to carry out the agreed work for the time being. It will depend on the circumstances of the case whether this will be and will remain the case in whole or in part, or whether there will only be a suspension of delivery and/or performance. In the event of an opportunity to deliver and/or execute at the same time, and/or modified, both the User and the Partner will be obliged to make use of it, possibly subject to adjustment of the amounts to be paid by the Partner.
- 18.4. If the force majeure situation has lasted longer than 2 months, the parties have the right to terminate the agreement by written dissolution. What has already been delivered as a result of the agreement will be settled proportionally.

Article 19. Confidentiality

- 19.1. Both parties are obliged to maintain the confidentiality of all confidential information obtained from each other or from any other source in the context of their agreement. Information is considered confidential if the other party has communicated it or if this arises from the nature of the information. The party receiving confidential information will only use it for the purpose for which it was provided.
- 19.2. If, based on a statutory provision or a court ruling, the User is obliged to provide confidential information to third parties designated by law or the competent court, and the User cannot invoke a right of non-disclosure recognised or permitted by law or by the competent court, the User is not obliged to pay compensation or compensation and the Partner is not entitled to dissolve the agreement based on: any damage caused by this. This also applies to providing personal data within the meaning of the General Data Protection Regulation (GDPR).

Article 20. Intellectual property

- 20.1. The User retains all intellectual property rights to advice, concepts, documents, images, drawings, and software it makes available.
- 20.2. The Partner is not permitted to reproduce or publish the concepts, documents, images, drawings and software made available in whole or in part, other than for internal use, without the written consent of the User.
- 20.3. The Partner indemnifies the User against claims by third parties regarding intellectual property rights to materials or data provided by the Partner that are used in executing the agreement.

Article 21. Final provisions

- 21.1. In the event of an interpretation of the content and purport of these general terms and conditions, the Dutch text thereof shall always be decisive.
- 21.2. Any agreement between the User and the Partner is exclusively governed by Dutch law.
- 21.3. All disputes relating to agreements between the Partner and the User shall be submitted to the competent court in the district in which the User is established, subject to the law.