

# GENERAL CONDITIONS

## Pink Fluffy Unicorns B.V.

- 1 These conditions are applicable to all services rendered or to be rendered by Pink Fluffy Unicorns B.V. (hereinafter: 'contractor'). Deviations thereof are valid and binding only if they are agreed upon in writing. In case of conflict between the Dutch and the English version of these general conditions, the Dutch version shall prevail.
- 2 All relationships between the contractor and the client are governed by Dutch law. All disputes between the contractor and the client will be submitted exclusively to the competent court of Rotterdam.
- 3 Verbal assignments lead to an agreement with a content as follows from the written confirmation of assignment. In the absence of such confirmation the content is in accordance with the way the contractor carries out the assignment.
- 4 The rights and defences in these general conditions can be invoked by the contractor and by all those persons and legal entities that work for the contractor or are affiliated with the contractor.
- 5 The intellectual property created during the assignment, is transferred to the client once the client has fully complied with its payment obligations towards the contractor.
- 6 If the contractor agrees to transfer an intellectual property right, the transfer does not affect the contractor's right to use or exploit elements, ideas, designs, methods, electronics, algorithms and such connected to that right for other purposes, either for itself or third parties.
- 7 Payment of all invoices sent by the contractor shall follow within the time stipulated by the contractor. All payments shall be made in full without the client being entitled to suspend, deduct or set off. The client is in breach of payment without any further action required by the contractor as soon as the payment is late. From the moment of late payment, the client owes statutory commercial interest over the amount unpaid. The costs of collection incurred by the contractor as a result of client's breach of payment are for the account of the client. The costs of collection are 15% of the amount unpaid with a minimum of € 250,=.
- 8 In the event of a breach of payment, the contractor is entitled to suspend or discontinue all activities for the client without incurring any liability towards the client as a result thereof.
- 9 The contractor is not obliged to guarantee the result or the outcome the client wishes to achieve, even if the contractor's advice relates to the use of goods in order to achieve the outcome or the result.
- 10 The client is obliged to immediately examine the completed work or delivered goods. Complaints relating to the functionality or visible damage must be submitted to the contractor within 48 hours after delivery in writing (preferably by email). All contractor's liabilities lapse if the client modifies, resells, processes or damages the goods delivered.
- 11 In case of a justified complaint, the contractor shall still deliver a product of proper quality, without the client being entitled to claim compensation. In the event that delivery of a product of proper quality is no longer possible, the contractor shall pay back the client's part of the payment that directly relates to the part of the delivery that is not of proper quality. The contractor's liability is – except in the event of intent or gross negligence - limited to redeliver the goods or repay of the amount invoiced. In any case (even in the event of a higher amount invoiced) the contractor's liability to pay compensation is limited to the maximum amount of € 10.000,=.