



.pro Delivery Terms and Conditions

Definitions

1. Accenss B.V.: Scribit.pro, having its registered office in The Hague, under Chamber of Commerce number 74472445.
2. Client: The person with whom Accenss B.V. has entered into an agreement.
3. Parties: Accenss B.V. and the Client, together.
4. Consumer: A Client who is also an individual and acts as a private person.

Applicability of General Terms and Conditions

1. These Terms and Conditions apply to all quotations, offers, work, orders, agreements and deliveries of services or products by or on behalf of Accenss B.V.
2. The Parties may only derogate from these Terms if they have expressly agreed to do so in writing.
3. The Parties expressly exclude the applicability of additional and/or different Terms and Conditions of the Client or of third parties.

Offers and quotations

1. Offers and quotations from Accenss B.V. are without obligation, unless expressly stated otherwise.
2. An offer or quotation shall be valid for a maximum of 1 month unless a different acceptance period is stated in the offer or quotation.
3. If the Client does not accept an offer or quotation within the applicable period, the offer or quotation will expire.
4. Offers and quotations do not apply to backorders unless the Parties have expressly agreed to this in writing.

Acceptance

1. If an offer or quotation without obligation is accepted, Accenss B.V. reserves the right to withdraw the offer or quotation within 3 days of the notice of acceptance, without the Client deriving any rights from this.
2. The Client's oral acceptance shall only be binding upon Accenss B.V. after the Client has confirmed the acceptance in writing (or electronically).

Prices

1. All Accenss B.V. prices are stated in Euro and are exclusive of VAT and any other costs, such as administration costs, taxes and travel, shipping, or transport costs, unless expressly stated or agreed otherwise.
2. All Accenss B.V. prices for products or services as indicated on its website or otherwise made known, may be changed by Accenss B.V. at any time.
3. The price for a service is determined by Accenss B.V. on the basis of the actual minutes/hours of service provided.
4. The price shall be calculated in accordance with the usual Accenss B.V. rates as applicable in the period in

which the work is performed or the service is provided unless a different hourly rate is agreed upon.

5. If the Parties have agreed to a total sum for a service provided by Accenss B.V., this is always a target price, unless the Parties have agreed explicitly and in writing to a fixed price from which no deviation is allowed.
6. Accenss B.V. has the right to deviate up to 10% from the target price.
7. If the target price is more than 10% higher, Accenss B.V. must inform the Client in good time of the justified reason for the higher price.
8. If the target price is more than 10% higher, the Client has the right to cancel the part of the order that exceeds the target price plus 10%.
9. Accenss B.V. has the right to adjust its prices annually.
10. Prior to the adjusted prices taking effect, Accenss B.V. will inform the Client of the adjustments.
11. The Client has the right to terminate the agreement with Accenss B.V. if he does not agree with the price increase.

Consequences of late payment

1. If the Client fails to pay within the agreed period, Accenss B.V. is entitled to charge an interest rate of 1% per month from the day the Client is in default, with a part of a month being counted as an entire month.
2. If the Client is in default, he is also liable for extrajudicial collection costs and any damages claimed by Accenss B.V.
3. The collection costs are calculated in accordance with the Netherlands Extrajudicial Collection Costs Decree.
4. If the Client fails to pay on time, Accenss B.V. has the right to suspend its obligations until the Client has met his payment obligation.
5. In the event of liquidation, bankruptcy, seizure, or suspension of payment on the part of the Client, Accenss B.V.'s claims on the Client are due immediately.
6. If the Client refuses to cooperate with Accenss B.V.'s execution of the agreement, he shall still be obliged to pay the agreed price to Accenss B.V.

Right of suspension

Unless the Client is a Consumer, the Client waives the right to suspend the fulfilment of any of the obligations arising out of this agreement.

Settlement

Unless the Client is a Consumer, the Client waives the right to set off a debt to Accenss B.V. against a claim on Accenss B.V.

Warranty

If the Parties have entered into an agreement of a service nature, all obligations incurred by Accenss B.V. under this agreement are obligations to use its best efforts, not obligations to achieve a result.



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The execution of the agreement

1. Accenss B.V. will execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good professional practice.
2. Accenss B.V. has the right to have the agreed services (in part) performed by third parties.
3. The execution of the agreement shall take place by mutual agreement, after written confirmation, and after any agreed advance is paid by the Client.
4. It is the responsibility of the Client to enable Accenss B.V. to start the execution of the agreement in good time.
5. If the Client has not ensured that Accenss B.V. can start the execution of the agreement in good time, any resulting additional costs and/or extra minutes/hours will be charged to the Client.

Information provided by the Client

1. The Client shall make available to Accenss B.V. all information, data, and documents relevant to the correct execution of the agreement in good time and in the form and manner requested by Accenss B.V.
2. The Client ensures the accuracy, completeness and reliability of the information, data and documents made available, even if they originate from third parties, provided that the nature of the agreement does not provide otherwise.
3. If and to the extent requested by the Client, Accenss B.V. shall return the relevant documents.
4. If the Client does not make available the information, data or documents reasonably requested by Accenss B.V., or does not make them available properly or in a timely fashion, and the execution of the agreement is delayed, any resulting additional costs and/or extra minutes/hours will be charged to the Client.

Duration of a service agreement

1. An agreement between Accenss B.V. and the Client concerning a service or services is entered into for the duration of 1 year, unless the agreement provides otherwise, or the Parties have explicitly and in writing agreed otherwise.
2. At the end of the period referred to in Paragraph 1 of this Article, the agreement shall be automatically converted into an agreement of indefinite duration, unless one of the Parties terminates the agreement with 1 month's notice, or a Consumer terminates the agreement with 1 month's notice, as a result of which the agreement will terminate by law.
3. If the Parties have agreed upon a completion time for certain activities within the duration of the agreement, this shall never constitute a mandatory time limit. If this period is exceeded, the Client must give Accenss B.V. notice of default in writing.

Termination of a fixed-term service agreement

1. The Client or Consumer may not terminate a fixed-term service agreement any earlier than after 1 year.
2. Upon expiry of the minimum period of 1 year, such an agreement may be terminated by the Client with 1 month's notice.
3. Upon expiry of the minimum period of 1 year, such an agreement may be terminated by the Consumer with 1 month's notice.
4. If the service agreement has been entered into for less than 1 year, the agreement cannot be terminated prematurely.

Intellectual property

1. Accenss B.V. reserves all intellectual property rights (including copyright, patent rights, trademark rights, design and model rights, etc.) to all designs, drawings, writings, carriers of data or other information, quotations, images, sketches, models and scale models, etc., unless the Parties have agreed otherwise in writing.
2. Without the prior written consent of Accenss B.V., the Client may not copy (or have copied) said intellectual property rights, show and/or disclose them to third parties, or use them in any other way.

Indemnification

The Client indemnifies Accenss B.V. against all claims by third parties relating to the products and/or services provided by Accenss B.V.

Complaints

1. The Client must examine a product or service provided by Accenss B.V. as soon as possible for any deficiencies.
2. If a delivered product or provided service does not meet the expectations of the Client, insofar as these can be considered reasonable under the agreement, the Client must inform Accenss B.V. of this as soon as possible, but in any event within 1 month after the deficiency is first found.
3. Consumers must inform Accenss B.V. of any deficiencies within 2 months after they are first found.
4. When informing Accenss B.V., the Client must include a description of the deficiency that is as detailed as possible, in order to enable Accenss B.V. to respond adequately.
5. The Client must demonstrate that the complaint relates to an agreement between the Parties.
6. In any event, if a complaint relates to work in progress, it cannot lead to Accenss B.V. being held to perform activities other than those agreed.



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Notice of default

1. The Client must give Accenss B.V. notice of default in writing.
2. It is the responsibility of the Client to ensure that a notice of default does indeed reach Accenss B.V. (in good time).

Joint and several liability of the Client

If Accenss B.V. enters into an agreement with several Clients, each of them shall be jointly and severally liable for the full amount owed to Accenss B.V. under that agreement.

Liability of Accenss B.V.

1. Accenss B.V. is solely liable for any damage suffered by the Client if and insofar as such damage is caused by wilful misconduct or wilful recklessness.
2. If Accenss B.V. is liable for any damage, it is only liable for direct damage resulting from or related to the execution of an agreement.
3. Accenss B.V. shall never be liable for indirect damages, such as consequential damages, lost profits, lost savings, or damage to third parties.
4. If Accenss B.V. is liable, this liability is limited to the amount paid by a concluded (professional) liability insurance and, in the absence of (full) payment by an insurance company of the amount of the damage, the liability is limited to the (part of) invoice amount to which the liability relates.
5. All images, photographs, colours, drawings, descriptions on the website or in a catalogue are merely indicative, are approximate only, and shall not give rise to damages and/or (partial) termination of the agreement and/or suspension of any obligation.

Expiry period

Any right of the Client to compensation from Accenss B.V. shall always lapse no later than 12 months after the event from which the liability directly or indirectly arises. This does not constitute prejudice to the provisions of Article 6:89 of the Dutch Civil Code.

Right to termination

1. The Client has the right to terminate the agreement if Accenss B.V. imputably fails to fulfil its obligations, unless this failure, given its particular nature or minor significance, does not justify the termination.
2. If the fulfilment of obligations by Accenss B.V. is permanently or temporarily impossible, then termination can only take place once Accenss B.V. is in default.
3. Accenss B.V. has the right to terminate the agreement with the Client if the Client does not fully or promptly fulfil his obligations under the agreement, or if Accenss B.V. has become aware of circumstances which give it good reason to fear that the Client will not be able to properly fulfil his obligations.

Force majeure

1. In addition to the provisions of Article 6:75 of the Dutch Civil Code, a failure by Accenss B.V. to fulfil any obligation to the Client cannot be attributed to Accenss B.V. in any situation which is beyond the will of Accenss B.V. and prevents the fulfilment of its obligations to the Client in whole or in part or prevents the fulfilment of these obligations from being reasonably required.
2. The situations of force majeure as referred to in Paragraph 1 include but are not limited to: a state of emergency (such as a civil war, insurrection, riots, natural disasters, etc.); non-performance and force majeure on the part of suppliers, delivery companies or other third parties; unexpected power, electricity, Internet, computer and/or telecom failures; computer viruses, strikes, government measures, unforeseen transport problems, adverse weather conditions, and work stoppages.
3. If a force majeure situation occurs, which results in Accenss B.V. Being unable to fulfil 1 or more obligations to the Client, these obligations shall be suspended until Accenss B.V. can meet them again.
4. From the moment that a situation of force majeure has lasted at least 30 calendar days, both Parties have the right to terminate the agreement in writing, either in full or in part.
5. Accenss B.V. will not be liable for any (damage) compensation in a force majeure situation, even if it enjoys any advantage as a result of the situation of force majeure.

Amendment of the agreement

If, after the conclusion of the agreement, it appears necessary to amend or supplement its contents for it to be executed, the Parties shall adapt the agreement accordingly in good time and in mutual consultation.

Amendment of the General Terms and Conditions

1. Accenss B.V. has the right to modify or supplement these General Terms and Conditions.
2. Changes of minor importance can be made at any time.
3. Any major changes in content will be discussed in advance by Accenss B.V. with the Client as much as possible.
4. Consumers have the right to terminate the agreement in the event of a substantial change in the General Terms and Conditions.

Transfer of rights

1. Right of the Client under an agreement between the Parties cannot be transferred to third parties without the prior written consent of Accenss B.V.
2. This provision shall be deemed to be a clause with a property law effect as referred to in Article 3:83, Paragraph 2, of the Dutch Civil Code.



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Consequences of voidness or voidability

1. If one or more provisions of these General Terms and Conditions prove null and void or voidable, this shall not affect the other provisions of these Terms and Conditions.
2. In that case, a provision that is void or voidable shall be substituted by the valid, effective, and enforceable provision which best approximates the intent of Accenss B.V. at the time the original provision was drawn up.

Applicable law and competent courts

1. Any agreement between the Parties shall always be governed by Dutch law.
2. The Dutch court in the district where Accenss B.V. has its registered office has exclusive jurisdiction to take cognisance of any disputes between the Parties unless the law compellingly requires otherwise.

Drawn up on 30 October 2020

Is your question not included?

Please contact us by filling in the contact form on the website www.scribit.pro or send an email to info@scribit.pro. We will contact you as soon as possible.