General Terms and Conditions

**Article 1. Applicability of these terms and conditions:**

1. These terms and conditions apply to all our offers, quotations, advices, agreements, activities and in general to all relations with clients and potential clients of Helpdesk4U, hereinafter referred to as “**Helpdesk4U”.**
2. (Purchase) purchase and/or other conditions prescribed by clients only apply to Helpdesk4U insofar as they do not deviate from and do not conflict with these conditions, unless Helpdesk4U has confirmed in writing that the client's conditions are fully or partly prevail.
3. If these terms and conditions are changed in the interim, the amended version of the terms and conditions will form part of every agreement concluded between Helpdesk4U and the client after the date of entry into force of that change, provided Helpdesk4U provides the client with a copy. of the amended version and has approved the amended version at the request of Helpdesk4U, or if the client has not protested against this in writing within 30 days of receipt of the new terms and conditions. In the event of a protest as referred to in this article, the current conditions will remain valid until agreement has been reached between Helpdesk4U and the client about the partial application of the new general terms and conditions.

**Article 2. Offer, conclusion of agreement – ​​withdrawal:**

1. All agreements are concluded by our client's acceptance of an offer or quotation from Helpdesk4U. In the event of verbal acceptance, the invoice will serve as confirmation of the concluded agreement, unless Helpdesk4U itself has confirmed the agreement in writing.
2. All quotations, budgets, offers and quotations from Helpdesk4U are without obligation. The offers made by Helpdesk4U are valid for 4 weeks, unless indicated otherwise.
3. The client is obliged to confirm the order in writing. If the client fails to do so and Helpdesk4U confirms the assignment while the client does not object to this within eight days, the contents of this confirmation will apply. If no confirmation has taken place and Helpdesk4U has already carried out the assignment, the assignment will apply in accordance with the quotation.
4. Exceeding’s of quotations up to 10% of the total amount are accepted by the client as a budget risk and therefore do not have to be explicitly approved by the client, if the exceeding is the result of demonstrable additional costs and/or hours.
5. The prices stated in a quotation are exclusive of turnover tax, import duties and other levies imposed by the government, transport costs, transport insurance, postage, unless stated otherwise.

**Article 3. Telemarketing project proposal:**

1. Telemarketing offers are made in the form of a project proposal. A project proposal is issued by email and/or in writing, and in any case includes a description of the project, the number of hours, the call script, the method of file delivery and the reporting format. A project proposal contains a statement of the expected duration of a project.
2. On the basis of the information provided by the client, Helpdesk4U determines the price of the project, excluding turnover tax and other levies imposed by the government, in the project proposal.
3. If no confirmation has taken place and Helpdesk4U has already carried out or has started to carry out the assignment, the assignment will apply in accordance with the quotation.
4. Discussions will be held in the Netherlands unless expressly stated otherwise in the project proposal.
5. If the addresses are supplied by Helpdesk4U, you can view the list of addresses to remove existing relations. There is no fixed price for addresses. This price depends on certain categories and/or foreign addresses. E.e.a. is passed on to the client in advance. If it concerns an approach other than a BV (private limited company) or NV, the client must register with the “*bel me niet register”.* Every company that wants to make an acquisition must register in the “*bel me niet register*” as an advertiser and must apply for a license to clean its files. Dutch legislation applies to the “*bel me niet register*”. Helpdesk4U will not deviate from this. The addresses supplied by the client and used for the client also remain the client's responsibility. Helpdesk4U acts in this on behalf of and in consultation.

**Article 4. Project agreement:**

1. An assignment will be processed by Helpdesk4U if and as soon as the project agreement signed by the client and the accompanying documents have been received. (in accordance with article 2)
2. If a project agreement refers to a project proposal, the associated specifications and statements form part of the project agreement.

**Article 5. Execution of the agreement:**

1. Helpdesk4U will execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
2. If and insofar as required for the proper execution of the agreement, Helpdesk4U has the right to have certain activities performed by third parties.
3. Helpdesk4U also stipulates these General Terms and Conditions for the benefit of all those whom Helpdesk4U involves in the execution of an assignment.

**Article 6. Defects; complaint term:**

1. The Client must check the correctness of the delivered goods on delivery, or as soon as possible after receipt of the final report, but at the latest within a period of 8 days after delivery. In doing so, the client must check whether the delivered goods comply with the agreement, namely:

* Whether the delivered services correspond to the agreed quantity in terms of quantity;
* Whether the delivered services correspond in terms of quality with the agreed

1. If an inaccuracy is found, the client must report this in writing to Helpdesk4U within 8 days of delivery, stating the reasons.
2. Even if the client makes a timely complaint, this does not release him from his obligation to comply with the agreement.

**Article 7. Execution period:**

1. An agreed term for implementation is not a strict deadline, unless expressly agreed otherwise.
2. Unless expressly agreed otherwise in writing, late delivery does not entitle the client to compensation, dissolution of the agreement or non-fulfilment of any obligation towards Helpdesk4U.
3. If the client wishes to give Helpdesk4U notice of default due to exceeding the execution term, Helpdesk4U must be informed of this in writing.

**Article 8. Amendment of the agreement:**

1. If during the execution of the agreement it appears that for proper execution it is necessary to change or supplement the work to be performed, the parties will adjust the agreement in good time and in mutual consultation.
2. If the parties agree that the agreement will be amended or supplemented, the time of completion of the execution may be affected as a result. Helpdesk4U will inform the client of this as soon as possible.
3. If the amendment or addition to the agreement has financial and/or qualitative consequences, Helpdesk4U will inform the client about this in advance. If a fixed rate has been agreed, Helpdesk4U will indicate to what extent the amendment or supplement to the agreement will result in this rate being exceeded.
4. Contrary to paragraph 3, Helpdesk4U will not be able to charge additional costs if the change or addition is the result of circumstances that can be attributed to Helpdesk4U.

**Article 9. Cancellation and termination:**

In the event of Cancellation of the assignment or shifting of the agreed period to a further agreed time, Helpdesk4U is entitled to charge the following:

1. If this cancellation or change of the period takes place at a time within 30 days before the agreed period: 60% of the normally applicable costs for the reserved hours in this period;
2. If this cancellation or change of the period takes place at a time longer than 30 days but less than 60 days before the agreed period; 50% of the normally applicable costs for the reserved hours in this period;
3. If this cancellation or change of the period takes place at a time longer than 60 days but less than 90 days before the agreed period; 30% of the normally applicable costs for the reserved hours in this period.
4. If this cancellation or change of period takes place at a time longer than 90 days before the agreed period; 10% of the normally applicable costs for the reserved hours in this period.

All this without prejudice to the costs already incurred by Helpdesk4U and the costs to be paid for the contracts concluded.

**Article 10. Confidential Information:**

Each party will take all reasonable precautions to keep confidential information received from the other party confidential. There is a best-efforts obligation in this regard.

**Article 11. Claims due and payable:**

Helpdesk4U's claims against the client are immediately due and payable in the following cases:

1. If, after the agreement has been concluded, Helpdesk4U becomes aware of circumstances that give Helpdesk4U good grounds to fear that the client will not fulfill its obligations (including financial obligations);
2. If Helpdesk4U has asked the client when concluding the agreement to provide security for compliance and this security is not forthcoming or is insufficient, to be determined by Helpdesk4U;
3. In the event of liquidation, bankruptcy or suspension of payment of the client.

In the above cases, Helpdesk4U is authorized to suspend the further execution of the agreement, or to dissolve or terminate the agreement, without prejudice to Helpdesk4U's right to claim compensation.

1. If Helpdesk4U is unable to complete the assignment due to circumstances beyond its control, it is entitled to the agreed rates for work already performed and reimbursement of expenses already incurred.

**Article 12. Cooperation by the client:**

1. The client will always cooperate in the implementation of Helpdesk4U of the obligations arising from the agreement. This also includes providing timely, useful and necessary data and information.
2. The Client is responsible for the use and correct application in its organization of the services to be provided by Helpdesk4U.
3. If information necessary for the execution of the agreement is not or has not been made available to Helpdesk4U, not in time or not in accordance with the agreements, or if the client does not fulfill its obligations in any other way, Helpdesk4U has the right to suspend the execution of the agreement. and Helpdesk4U also has the right to charge additional costs according to the usual rates of Helpdesk4U.

**Article 13. Reporting:**

The report is in Dutch unless otherwise agreed and specified in the project proposal. Upon completion and end of project.

**Article 14. Industry exclusivity:**

If the client requires Helpdesk4U that no assignments can be accepted from companies competing with the client, even outside the duration of the assignment work described, such that the client claims an exclusivity of Helpdesk4U within a sector, Helpdesk4U is entitled to compensation from the client. This fee will then be determined in more detail by Helpdesk4U. If no agreement can be reached regarding the compensation to be paid to Helpdesk4U, Helpdesk4U is not bound by the request of the client and will never be liable for compensation towards the client.

**Article 15. Responsibility and liability:**

1. Helpdesk4U and the client remain available for oral consultations during the work and execution of the assignment, which are important for the execution of the assignment.
2. It is the responsibility of the client before concluding the assignment to inform Helpdesk4U in writing that confidentiality is required.
3. If the client wishes to provide the same assignment to several call centers at the same time, he must inform all call centers involved.
4. The client indemnifies Helpdesk4U against all judicial and extrajudicial consequences of the use and/or disclosure by the client of the work and/or product delivered by Helpdesk4U.
5. Helpdesk4U is not liable for the consequences of the inaccuracy or incompleteness of the data that the client is obliged to provide or has provided.
6. Helpdesk4U's liability for any compensation for damage, costs and interests under the agreement with the client is limited to such an amount as, according to standards of reasonableness and fairness, is in proportion to the agreed project amount, with a maximum of the rate agreed for the project in question, if Helpdesk4U's insurer does not provide cover or the amount paid by the insurer for the damage suffered by the client. These provisions do not apply if there is intent by Helpdesk4U or its employees or by third parties engaged by it.

The liability for work for the benefit of the client, which Helpdesk4U has assigned to a third party, is limited to the extent that the third party effectively indemnifies Helpdesk4U. Helpdesk4U will do everything possible or provide the client with all the cooperation that may be required of it in order to obtain the highest possible compensation from the third party involved. The provisions of this paragraph only apply with regard to outsourcing, which necessarily arises from the nature of the assignment.

**Article 16. Payment:**

1. Payments must be made within 8 days of the invoice date. Payment is made: by transfer of the amount owed to a bank account number designated by Helpdesk4U. Helpdesk4U.
2. Payments made by the client always serve in the first place to settle all interest and costs owed and, in the second place, for payable invoices that have been outstanding the longest, even if the client states that the payment relates to a later invoice.
3. The deposit percentage concerns the start-up and reporting costs. This amount is made visible in advance in the proposal. With every client, the start-up costs and the 1st invoice (the amount of the 1st invoice depends on the number of hours) must be paid in advance and transferred to a bank account number designated by Helpdesk4U for the execution of the assignment. Helpdesk4U. All invoices must be paid in advance. If the client does not comply with this, it will automatically suspend Helpdesk4U's (delivery) obligation(s).

All prices mentioned are net excl. VAT

In the event of late payment, telephone fieldwork will be discontinued. However, the client undertakes to purchase and pay for the contracted hours.

1. Helpdesk4U may, during an assignment, make interim statements and the client is obliged to pay this invoice within the term stated in paragraph 1 of this article.

Article 17. Collection costs:

1. After expiry of the payment term, the client is legally in default, without notice of default being required. From the moment of default, the client owes the statutory interest pursuant to Article 6:119a of the Dutch Civil Code on the amount due. Increased by 1% per month or per part of a month that the receivable is outstanding.
2. If the client fails to fulfill one or more of its obligations, all reasonable costs incurred in obtaining payment out of court will be borne by the client. These amounts, in percentages of the claim:

* 15% on the first €3,000.00
* 10% on the excess up to €6,000.00
* 8% on the excess up to €15,000.00
* 5% on the increase up to €60,000.00
* 3% on the excess

If Helpdesk4U demonstrates that it has incurred higher costs, which were reasonably necessary, these also qualify for reimbursement.

1. In addition to the extrajudicial costs, all judicial process and execution costs are for the account of the client.

**Article 18. Force majeure:**

In the event of force majeure, both permanent and temporary, Helpdesk4U is entitled to cancel or temporarily suspend the agreement in whole or in part, without the client and/or third party being able to claim compliance and/or compensation.

1. Force majeure is understood to mean, among other things, circumstances that prevent the fulfillment of the obligation and that cannot be attributed to Helpdesk4U.
2. Helpdesk4U also has the right to invoke force majeure if the circumstance that prevents (further) fulfillment occurs after Helpdesk4U should have fulfilled its obligation.
3. If Helpdesk4U has already partially fulfilled its obligations at the commencement of the force majeure, or can only partially fulfill its obligations, it is entitled to separately invoice the already delivered or the deliverable part and the client is obliged to pay this invoice as it's a separate contract. However, this does not apply if the part already delivered or the part to be delivered has no independent value.

**Article 19. Applicable law and competent court:**

All agreements concluded under these terms and conditions and agreements resulting from them are exclusively governed by Dutch law. All disputes arising from agreements concluded under these terms and conditions and from agreements resulting from them, can only be brought before the competent court in the district in which Helpdesk4U's office is established, unless the Subdistrict Court is authorized to do so. is.

**Article 20. All rights reserved:**

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