Amsshare

General Terms and Conditions Amsshare

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1. Definitions

In these General Terms and Conditions, the following definitions apply:

- **General Terms and Conditions:** The provisions in this document.
- **Communications to the Client:** All information, documents, or other communications provided by Amsshare, regardless of the form of provision, including (draft) reports, (draft) memoranda, and (draft) advice prepared by Amsshare.
- **Deliverables:** The performances and results described in the Assignment Confirmation, which are to be delivered by Amsshare to the Client under the Agreement.
- **Services:** The services offered by Amsshare.
- **Assignment:** The Assignment Confirmation together with these General Terms and Conditions.
- **Assignment Confirmation:** The written assignment agreement between the Client and Amsshare, to which these General Terms and Conditions are declared applicable, including any annexes thereto.
- **Client:** The natural or legal person with whom Amsshare enters into an assignment agreement as contractor.
- **Agreement:** The agreement between Amsshare and the Client regarding the provision of Services.
- **Damage:** All claims, compensation, and costs related to or arising from the Assignment or the Services.
- **Confidential Information:** All information, trade secrets, or otherwise legally protected data that is designated as confidential or that should reasonably be considered confidential, including communications to the Client and Deliverables.

2. Applicability

- These General Terms and Conditions apply to all offers, quotations, assignments, and agreements in which Amsshare provides services of any kind to the Client, even if these services are not described in these terms.
- Deviations from and additions to these General Terms and Conditions are only valid if expressly agreed in writing.
- The Agreement is valid from the moment the Assignment Confirmation is signed by both the Client and Amsshare and has retroactive effect to the start date mentioned in the Assignment Confirmation or the date on which Amsshare commenced the work.

3. Quotations and Offers

- All quotations and offers from Amsshare are non-binding, unless a deadline for acceptance is specified in the offer.
- Amsshare is not bound by its quotations or offers if the Client can reasonably understand that the quotations or offers, or part thereof, contain an obvious mistake or clerical error.

4. Execution of the Agreement

- Amsshare will execute the Agreement to the best of its knowledge and ability and in accordance with the requirements of good craftsmanship.
- Amsshare has the right to have certain tasks performed by third parties.

5. Obligations of the Client

- The Client must ensure that all data, which Amsshare indicates are necessary or which the Client should reasonably understand are necessary for the execution of the Agreement, are provided to Amsshare in a timely manner.
- If the aforementioned data is not provided to Amsshare in a timely manner, Amsshare has the right to suspend the execution of the Agreement and/or charge the additional costs resulting from the delay to the Client according to the usual rates.

6. Liability

- Amsshare is only liable for direct damage caused by intentional recklessness or deliberate intent by Amsshare.
- The liability of Amsshare is limited to the amount paid out under Amsshare's liability insurance in the relevant case. If no insurance has been taken out or no damage amount is paid out, liability is limited to the (part of the) invoice amount to which the liability relates.
- If Amsshare is liable for damage, it only applies to direct damage that is proportionate to the performance of the underlying Agreement.
- Amsshare is never liable for indirect damage, including consequential damage, loss of profit, missed savings, and damage due to business interruption.
- The Client indemnifies Amsshare against all claims, losses, and costs arising from a breach of the Agreement by the Client or third parties.
- Amsshare is not liable for damage resulting from the provision of false, misleading, or incomplete information or documentation by the Client or third parties, non-compliance with privacy and personal data protection laws for which the Client is responsible, or the withholding of information or documentation, or the misrepresentation of facts by anyone other than Amsshare.

7. Intellectual Property

- All intellectual property rights regarding the Services are vested solely in Amsshare or its licensors.

- The Client is not allowed to reproduce, publish, or make available to third parties any material protected by any intellectual property right of Amsshare without prior written consent from Amsshare.

8. Confidentiality and Data Protection

- Both parties are obliged to maintain the confidentiality of all Confidential Information that they have obtained from each other or from other sources in the context of the Agreement. Information is considered confidential if it has been communicated as such by the other party or if this results from the nature of the information. The confidentiality obligation continues even after the termination of the Agreement.
- Amsshare will process personal data in accordance with applicable privacy laws, such as the General Data Protection Regulation (GDPR).
- The Client is responsible for complying with all applicable laws and regulations regarding data protection, including the GDPR. The Client guarantees that all personal data provided to Amsshare has been lawfully obtained and that the processing of such data is in compliance with the GDPR. If the Client provides personal data to Amsshare, the Client indemnifies Amsshare against all claims, losses, and costs arising from a violation of the GDPR or other relevant privacy laws by the Client.

9. Payment

- The payment term is 30 days from the invoice date, unless otherwise agreed in writing.
- If payment is not made on time, the Client is automatically in default. From that moment, the Client owes interest of 1% per month, unless the statutory interest is higher; in that case, the statutory interest applies.

10. Dispute Resolution

- All legal relationships in which Amsshare is a party are exclusively governed by Dutch law.
- Any disputes arising from the Agreement or these terms will be submitted to the competent court in the district where Amsshare is established.

11. Guarantees

- Amsshare provides the Services on a best-effort basis, unless expressly agreed otherwise. Amsshare does not guarantee that the Services will always be uninterrupted or error-free. Any other warranties, explicit or implied, are hereby excluded, to the extent permitted by law.

12. Termination of the Agreement

- The Assignment ends once the Services have been completed, unless the Assignment is terminated earlier according to the agreed terms.
- Unless otherwise agreed in the Assignment Confirmation, neither party can terminate an Assignment for a fixed term or for the duration of a project prematurely.

- Both parties have the right to terminate the Agreement in writing and with immediate effect if the other party materially breaches its obligations under this Agreement and such breach is not remedied within a reasonable period after receiving written notice.
- Amsshare has the right to terminate the Agreement immediately if the Client applies for suspension of payment or is declared bankrupt.

13. Force Majeure

- Amsshare is not obliged to fulfill any obligation if it is prevented from doing so due to force majeure. Force majeure is defined as any circumstance beyond Amsshare's control, which makes it impossible to fulfill obligations towards the Client or which makes fulfillment of obligations unreasonable for Amsshare.
- In the event of force majeure, Amsshare has the right to suspend the execution of the Agreement or to terminate the Agreement definitively, without any obligation to pay compensation.

14. Additional Terms

- Amsshare does not make decisions that fall under the Client's responsibility and does not perform tasks that the Client must perform themselves. Amsshare is not responsible for decisions regarding the design, implementation, acceptance, or use of products and services developed in collaboration with Amsshare. The final responsibility for these decisions and their consequences rests entirely with the Client.

15. Final Provisions

- Amendments and additions to these General Terms and Conditions are only valid if agreed in writing.
- If any provision of these General Terms and Conditions is null or void, the remaining provisions will remain in effect. In that case, the parties will consult to agree on a new provision that reflects the original intention of the null or void provision as much as possible.