

GENERAL TERMS AND CONDITIONS Amplify Digital Marketing BV

E-mail: info@amplify-dm.com

Website: www.Amplify-DM.com

Definitions

1. Amplify Digital Marketing BV: Amplify Digital Marketing, established in Amsterdam, Chamber of Commerce no. 91626722.
2. Customer: the party which Amplify Digital Marketing BV has entered into an agreement with.
3. Parties: Amplify Digital Marketing BV and customer together.
4. Consumer: a customer who is an individual acting for private purposes.

Applicability

1. These terms and conditions will apply to all quotations, offers, activities, orders, agreements and deliveries of services or products by or on behalf of Amplify Digital Marketing BV.
2. Parties can only deviate from these conditions if they have explicitly agreed upon in writing.
3. The parties expressly exclude the applicability of supplementary and/or deviating general terms and conditions of the customer or of third parties.

Offers and quotations

1. Offers and quotations from Amplify Digital Marketing BV are without engagement, unless expressly stated otherwise.
2. An offer or quotation is valid for a maximum period of 1 month from its date, unless another acceptance period is stated in the offer or quotation.
3. If the customer does not accept an offer or quotation within the applicable time frame, the offer or quotation will lapse.
4. Offers and quotations do not apply to repeated orders, unless the parties have agreed upon this explicitly and in writing.

Acceptance

1. Upon acceptance of a quotation or offer without engagement, Amplify Digital Marketing BV reserves the right to withdraw the quotation or offer within 3 days after receipt of the acceptance, without any obligations towards the customer.
2. Verbal acceptance of the customer only commits Amplify Digital Marketing BV after the customer has confirmed this in writing (or electronically).

Prices

1. All prices used by Amplify Digital Marketing BV are in euros, are exclusive of VAT and exclusive of any other costs such as administration costs, levies and travel-, shipping- or transport expenses, unless expressly stated otherwise or agreed otherwise.
2. Amplify Digital Marketing BV is entitled to adjust all prices for its products or services, shown in its shop, on its website or otherwise, at any time.
3. The parties agree on a total price for a service provided by Amplify Digital Marketing BV. This is always a target price, unless the parties have explicitly agreed upon in writing on a fixed price, which cannot be deviated from.
4. Amplify Digital Marketing BV is entitled to deviate up to 10% of the target price.

5. If the target price exceeds 10%, Amplify Digital Marketing BV must let the customer know in due time why a higher price is justified.
6. If the target price exceeds 10%, the customer has the right to cancel the part of the order that exceeds the target price by 10%.
7. Amplify Digital Marketing BV has the right to adjust prices annually.
8. Amplify Digital Marketing BV will communicate price adjustments to the customer prior to the moment the price increase becomes effective.
9. The consumer has the right to terminate the contract with Amplify Digital Marketing BV if he does not agree with the price increase.

Payments and payment term

1. Amplify Digital Marketing BV may, at the conclusion of the agreement, require a down payment of up to 50% of the agreed amount.
2. The customer must have paid the full amount within 1 month, after delivery.
3. Payment terms are considered as fatal payment terms. This means that if the customer has not paid the agreed amount at the latest on the last day of the payment term, he is legally in default, without Amplify Digital Marketing BV having to send the customer a reminder or to put him in default.
4. Amplify Digital Marketing BV reserves the right to make a delivery conditional upon immediate payment or to require adequate security for the total amount of the services or products.

Consequences of late payment

1. If the customer does not pay within the agreed term, Amplify Digital Marketing BV is entitled to charge an interest of 8% per month for commercial transactions from the day the customer is in default, whereby a part of a month is counted for a whole month.
2. When the customer is in default, he is also due to extrajudicial collection costs and may be obliged to pay any compensation to Amplify Digital Marketing BV.
3. The collection costs are calculated on the basis of the Reimbursement for extrajudicial collection costs.
4. If the customer does not pay on time, Amplify Digital Marketing BV may suspend its obligations until the customer has met his payment obligation.
5. In the event of liquidation, bankruptcy, attachment or suspension of payment on behalf of the customer, the claims of Amplify Digital Marketing BV on the customer are immediately due and payable.
6. If the customer refuses to cooperate with the performance of the agreement by Amplify Digital Marketing BV, he is still obliged to pay the agreed price to Amplify Digital Marketing BV.

Right of withdrawal

1. A consumer may cancel an online purchase during a cooling-off period of 14 days without giving any reason, provided that:
 - the service does not concern accommodation, travel, restaurant business, transport, catering assignment or form of leisure activity
 - the purchase does not concern an (assignment to) urgent repair
 - it does not concern a service that is fully performed with the consent of the customer within the 14 calendar days right of withdrawal period and the consumer has not renounced his right of withdrawal
2. The cooling-off period of 14 days as referred to in paragraph 1 commences:
 - as soon as the consumer has purchased a service for the first time
 - as soon as the consumer has confirmed the purchase of digital content via the internet
3. The consumer can notify his right of withdrawal via info@amplify-dm.com, if desired by using the withdrawal form that can be downloaded via the website of Amplify Digital Marketing BV, www.Amplify-DM.com.

Suspension of obligations by the customer

The customer waives the right to suspend the fulfillment of any obligation arising from this agreement.

Settlement

The customer waives his right to settle any debt to Amplify Digital Marketing BV with any claim on Amplify Digital Marketing BV.

Insurance

1. The customer undertakes to insure and keep insured the following items adequately against fire, explosion and water damage as well as theft:
 - goods delivered that are necessary for the execution of the underlying agreement
 - goods being property of Amplify Digital Marketing BV that are present at the premises of the customer
 - goods that have been delivered under retention of title
2. At the first request of Amplify Digital Marketing BV, the customer provides the policy for these insurances for inspection.

Guarantee

When parties have entered into an agreement with services included, these services only contain best-effort obligations for Amplify Digital Marketing BV, not obligations of results.

Performance of the agreement

1. Amplify Digital Marketing BV executes the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
2. Amplify Digital Marketing BV has the right to have the agreed services (partially) performed by third parties.
3. The execution of the agreement takes place in mutual consultation and after written agreement and payment of the possibly agreed advance by the customer.
4. It is the responsibility of the customer that Amplify Digital Marketing BV can start the implementation of the agreement on time.
5. If the customer has not ensured that Amplify Digital Marketing BV can start the implementation of the agreement in time, the resulting additional costs and/or extra hours will be charged to the customer.

Duty to inform by the customer

1. The customer shall make available to Amplify Digital Marketing BV all information, data and documents relevant to the correct execution of the agreement to in time and in the desired format and manner.
2. The customer guarantees the correctness, completeness and reliability of the information, data and documents made available, even if they originate from third parties, unless otherwise ensuing from the nature of the agreement.
3. If and insofar as the customer requests this, Amplify Digital Marketing BV will return the relevant documents.
4. If the customer does not timely and properly provides the information, data or documents reasonably required by Amplify Digital Marketing BV and the execution of the agreement is delayed because of this, the resulting additional costs and extra hours will be charged to the customer.

Duration of the service agreement

1. The agreement between Amplify Digital Marketing BV and the customer is entered into for the duration of 13 months, unless it results otherwise from the nature of the agreement or if the parties have expressly agreed otherwise in writing.

2. If a fixed-term contract has been entered into, it will be tacitly converted into an open-ended contract at the end of the term, unless 1 of the parties terminates the contract with due observance of a notice period of 2 month(s), or if a consumer terminates the agreement with due observance of a notice period of 1 month causing the agreement to end at the end of the fixed term.
3. If the parties have agreed upon a term for the completion of certain activities, this is never a strict deadline, unless specified explicitly otherwise in writing. If this term is exceeded, the customer must give Amplify Digital Marketing BV a written reasonable term to terminate the activities, before it may either terminate the contract or claim damages.

Intellectual property

1. Amplify Digital Marketing BV retains all intellectual property rights (including copyright, patent rights, trademark rights, design and design rights, etc.) on all designs, drawings, writings, data carriers or other information, quotations, images, sketches, models, scale models, etc., unless parties have agreed otherwise in writing.
2. The customer may not copy or have copied the intellectual property rights without prior written permission from Amplify Digital Marketing BV, nor show them to third parties and / or make them available or use them in any other way.

Penalties

1. If the customer violates the articles of these general terms and conditions about secrecy or intellectual property, then he forfeits on behalf of Amplify Digital Marketing BV an immediately due and payable fine of € 1.000 if the customer is a consumer and € 5.000 if the customer is a company, for each violation and in addition an amount of 5% of the aforementioned amount for each day that this violation continues.
2. No actual damage, prior notice of default or legal proceedings are required in forfeiting the fine referred to in the first paragraph of this article.
3. The forfeiture of the fine referred to in the first paragraph of this article shall not affect the other rights of Amplify Digital Marketing BV including its right to claim compensation in addition to the fine.

Indemnity

The customer indemnifies Amplify Digital Marketing BV against all third-party claims that are related to the products and/or services supplied by Amplify Digital Marketing BV.

Complaints

1. The customer must examine a product or service provided by Amplify Digital Marketing BV as soon as possible for possible shortcomings.
2. If a delivered product or service does not comply with what the customer could reasonably expect from the agreement, the customer must inform Amplify Digital Marketing BV of this as soon as possible, but in any case within 1 month after the discovery of the shortcomings.
3. Consumers must inform Amplify Digital Marketing BV of this within two months after detection of the shortcomings.
4. The customer gives a detailed description as possible of the shortcomings, so that Amplify Digital Marketing BV is able to respond adequately.
5. The customer must demonstrate that the complaint relates to an agreement between the parties.
6. If a complaint relates to ongoing work, this can in any case not lead to Amplify Digital Marketing BV being forced to perform other work than has been agreed.

Giving notice

1. The customer must provide any notice of default to Amplify Digital Marketing BV in writing.
2. It is the responsibility of the customer that a notice of default actually reaches Amplify Digital Marketing BV (in time).

Joint and several Client liabilities

If Amplify Digital Marketing BV enters into an agreement with several customers, each of them shall be jointly and severally liable for the full amounts due to Amplify Digital Marketing BV under that agreement.

Liability of Amplify Digital Marketing BV

1. Amplify Digital Marketing BV is only liable for any damage the customer suffers if and insofar as this damage is caused by intent or gross negligence.
2. If Amplify Digital Marketing BV is liable for any damage, it is only liable for direct damages that results from or is related to the execution of an agreement.
3. Amplify Digital Marketing BV is never liable for indirect damages, such as consequential loss, lost profit, lost savings or damage to third parties.
4. If Amplify Digital Marketing BV is liable, its liability is limited to the amount paid by a closed (professional) liability insurance and in the absence of (full) payment by an insurance company of the damages the amount of the liability is limited to the (part of the) invoice to which the liability relates.
5. All images, photos, colors, drawings, descriptions on the website or in a catalog are only indicative and are only approximate and cannot lead to any compensation and/or (partial) dissolution of the agreement and/or suspension of any obligation.

Expiry period

Every right of the customer to compensation from Amplify Digital Marketing BV shall, in any case, expire within 12 months after the event from which the liability arises directly or indirectly. This does not exclude the provisions in article 6:89 Dutch Civil Code.

Dissolution

1. The customer has the right to dissolve the agreement if Amplify Digital Marketing BV imputably fails in the fulfillment of his obligations, unless this shortcoming does not justify termination due to its special nature or because it is of minor significance.
2. If the fulfillment of the obligations by Amplify Digital Marketing BV is not permanent or temporarily impossible, dissolution can only take place after Amplify Digital Marketing BV is in default.
3. Amplify Digital Marketing BV has the right to dissolve the agreement with the customer, if the customer does not fully or timely fulfill his obligations under the agreement, or if circumstances give Amplify Digital Marketing BV good grounds to fear that the customer will not be able to fulfill his obligations properly.

Force majeure

1. In addition to the provisions of article 6:75 Dutch Civil Code, a shortcoming of Amplify Digital Marketing BV in the fulfillment of any obligation to the customer cannot be attributed to Amplify Digital Marketing BV in any situation independent of the will of Amplify Digital Marketing BV, when the fulfillment of its obligations towards the customer is prevented in whole or in part or when the fulfillment of its obligations cannot reasonably be required from Amplify Digital Marketing BV .
2. The force majeure situation referred to in paragraph 1 is also applicable - but not limited to: state of emergency (such as civil war, insurrection, riots, natural disasters, etc.); defaults and force majeure of suppliers, deliverymen or other third parties; unexpected disturbances of power, electricity, internet, computer or telecoms; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work stoppages.
3. If a situation of force majeure arises as a result of which Amplify Digital Marketing BV cannot fulfill one or more obligations towards the customer, these obligations will be suspended until Amplify Digital Marketing BV can comply with it.
4. From the moment that a force majeure situation has lasted at least 30 calendar days, both parties may dissolve the agreement in writing in whole or in part.

5. Amplify Digital Marketing BV does not owe any (damage) compensation in a situation of force majeure, even if it has obtained any advantages as a result of the force majeure situation.

Modification of the agreement

If, after the conclusion of the agreement and before its implementation, it appears necessary to change or supplement its contents, the parties shall timely and in mutual consultation adjust the agreement accordingly.

Changes in the general terms and conditions

1. Amplify Digital Marketing BV is entitled to amend or supplement these general terms and conditions.
2. Changes of minor importance can be made at any time.
3. Major changes in content will be discussed by Amplify Digital Marketing BV with the customer in advance as much as possible.
4. Consumers are entitled to cancel the agreement in the event of a substantial change to the general terms and conditions.

Transfer of rights

1. The customer cannot transfer its rights deferring from an agreement with Amplify Digital Marketing BV to third parties without the prior written consent of Amplify Digital Marketing BV.
2. This provision applies as a clause with a property law effect as referred to in Section 3:83 (2) Dutch Civil Code.

Consequences of nullity or annulability

1. If one or more provisions of these general terms and conditions prove null or annulable, this will not affect the other provisions of these terms and conditions.
2. A provision that is null or annulable shall, in that case, be replaced by a provision that comes closest to what Amplify Digital Marketing BV had in mind when drafting the conditions on that issue.

Applicable law and competent court

1. Dutch law is exclusively applicable to all agreements between the parties.
2. The Dutch court in the district where Amplify Digital Marketing BV is established is exclusively competent in case of any disputes between parties, unless the law prescribes otherwise.

Attribution

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