

1. Agreement and validity

1.1 These Terms and Conditions are applicable to all deliveries of goods and services on the part of MyBuildAssist and to all co-productions that are realised in collaboration with MyBuildAssist, in the following referred to as Agreement. Derogations from these conditions are only valid to the extent expressly accepted in writing by MyBuildAssist. The underlying conditions prevail at all times over any possible Terms and Conditions of the Client, regardless of the manner in which they have been communicated to MyBuildAssist.

By accepting the Agreement, either by signing an Order Form referring to this Agreement, or by paying the fee for the Purchased Services, or by ticking the box for the Web Service, you agree to these Terms and Conditions of the Agreement. If you enter into the Agreement on behalf of a company or a different legal person you declare to be authorized to bind this entity and the affiliated enterprises to these conditions. In that case, the term "you" or "your" regards this entity and the affiliated enterprises. If you are not authorized to do so or if you do not agree with these conditions, you must not accept this Agreement and you may not use the Services.

1.2 The Terms and Conditions have been updated most recently on 15 March 2016 (version 2016.1). The Agreement is effective between you and us from the date on which you accept the Agreement.

1.3 The Terms and Conditions, Service Level Agreement and all Order Forms constitute the entire Agreement, including all appendices and addenda thereto, between the parties and replace all previously and simultaneously existing agreements, proposals, or statements, written or verbal, with regard to this topic. To all resulting or related disputes, Netherlands legislation is applicable. Any dispute between the Client and MyBuildAssist with regard

to the Agreement will be submitted to the competent court of law in Utrecht.

1.4 Meetings are conducted in the Netherlands and in Dutch, unless expressly stated otherwise.

2. Definitions

In these Terms and Conditions, the capitalized terms are defined as follows, whereby use of the singular also comprises the plural and vice versa:

2.1 MyBuildAssist: MyBuildAssist is a limited liability company ('B.V.') established on Mercurius 18, 8448 GX in Heerenveen, The Netherlands, Chamber of Commerce no. 62928570.

2.2 Agreement: any arrangement on grounds of which MyBuildAssist provides one or more Web Service(s) and/or Advisory and Project Service(s) to Client.

2.3 Order Confirmation: a document in which the arrangements regarding the Agreement between Client and MyBuildAssist are established.

2.4 Client: the person who has concluded an Agreement with MyBuildAssist.

2.5 Advisory and Project Services: services directed at the deployment of expertise, the advising of, or the coordination of On-line Customer Contact or Customer Interaction Processes of Client.

2.6 Web Service: the on-line service provided by MyBuildAssist to Client, for the conducting of On-line Customer Contact in the widest sense of the term among (potential) Customers of Client.

2.7 Terms of Users: the conditions that both Main User and Users of Client commit themselves to upon registration.

2.8 Customer: the natural person responding to an

Invitation of the Client whereby he makes use of the Environment of MyBuildAssist.

2.9 We, us or our: mean MyBuildAssist

2.10 You or your: the company or different legal entity that you accept this Agreement for, and the affiliated enterprises of that company or that legal entity.

3 Hierarchy

3.1 If there are differences in the text of the various documents that are a part of the Agreement, the following hierarchy applies: i) the Order Confirmation; ii) separately established written provisions that deviate with respect to the Terms and Conditions; iii) the Terms and Conditions; iv) any possible further agreement(s) for associated services; v) the associated Service Level Agreement.

3.2 The non-exercise or the delay in the exercise of any right from this Agreement does not imply the waiver of that right.

4. Quotations and acceptance of orders

4.1 All quotations and price lists of MyBuildAssist are non-committal and subject to possible price changes. Orders are only binding for MyBuildAssist if and to the extent they have been confirmed in writing by them. Acceptance of orders occurs under the express proviso of the sufficient availability of materials and workers.

4.2 MyBuildAssist has the right at all times to refuse orders and/or to cancel orders already accepted if, at their exclusive discretion, the implementation of such orders might damage their reputation, or impair the good standing of their company, and furthermore in all those cases in which, in their exclusive opinion, the implementation of an order might lead to a violation of contractual or legal rights of third parties or of common decency or public order. In such case, MyBuildAssist will not be bound to pay any damages.

4.3 MyBuildAssist will not be bound by any performances before the Client has truthfully and completely filled out, signed, and returned the following forms (contract).

4.4 The applicant for a quotation can in consultation with MyBuildAssist get a non-committal introductory or briefing meeting and/or a non-committal written proposal, whereby it is the custom that proposals or meetings that require no more than one day segment do not involve any charges.

4.5 The applicant for a quotation will be informed by MyBuildAssist of the delivery terms for proposals and will also learn beforehand what hourly rates and costs will be billed in case of the overrunning of the afore-stated usual maximum expenditure of time.

4.6 Unless indicated otherwise, the quotation is valid until three weeks after the date of the quotation, on condition the implementation can take place within the period indicated in the proposal.

4.7 The quotation is inextricably tied to the setup of the activities described in the proposal and Agreement. Changes to the setup, for example with regard to scope, structure, and methodology, that are applied in consultation with the Client lead to the adjustment of the charges that are due.

5. Deliveries

5.1 If delivery times are stated by MyBuildAssist, these always are approximations. The overrunning thereof never confers any claim to the Client vis-a-vis MyBuildAssist, unless expressly established otherwise in writing. In case MyBuildAssist is unable to deliver, then MyBuildAssist has the right, without prejudice to the rights falling to them otherwise, to either postpone delivery or to cancel the agreement entirely or in part, without being obliged to provide compensation of damages, all matters with retention of the right to payment for what was delivered already.

5.2 Without prejudice to their own responsibility, MyBuildAssist may deploy third parties upon the implementation of the Agreement without requiring prior permission. MyBuildAssist may also transfer its legal relationship on grounds of the Agreement to a third party, or alter it, without any further cooperation, on condition that transfer takes place as a part of the transfer of (a substantial) part of the enterprise of MyBuildAssist.

6. Material supplied by the Client

6.1 MyBuildAssist is not liable for the loss or damaging of material provided by the Client to MyBuildAssist in the form of, e.g., artwork. In order to avoid any risk, the Client must make sure that he keeps a copy of all materials provided by him under his control.

6.2 MyBuildAssist is not liable for errors of any nature in materials approved and/or provided by the Client.

6.3 All the material provided to MyBuildAssist for the purpose of productions and/or services will in consultation with the Client be archived by MyBuildAssist or sent back to the Client. For the archived material, MyBuildAssist cannot be held accountable in case of its going lost.

7. Defects, erroneous deliveries, complaints

7.1 Defects must be reported by the Client immediately or at least within three days after release/delivery of goods/services/products to MyBuildAssist

7.2 If the Client does not follow the regulations established in 8.1., he can no longer enforce any rights with respect to MyBuildAssist.

7.3 Complaints with regard to goods and services that were not realised by MyBuildAssist itself will be taken under advisement and between the Client and the supplier held accountable will be mediated. MyBuildAssist

can never be held accountable directly by the Client with regard to these goods and services.

7.4 The liability of MyBuildAssist never reaches beyond the replacement value of the defective good or the defective service, if the Client is able to demonstrate that the defect can be blamed on MyBuildAssist. The Client has the choice between receiving the crediting of the value or to have the defective matter restored.

MyBuildAssist can never be held accountable for consequential damage.

7.5 Minor technical deviations in quality, colour, dimensions, or finishing that are customary in business or that technically cannot be avoided cannot constitute grounds for complaint.

7.6 Complaints of the Client on grounds of this article leave unaffected his payment obligations vis-a-vis MyBuildAssist.

7.7 The Client agrees that MyBuildAssist uses the name and the logo of the Client in press statements or product brochures to indicate in them that the Client is a purchaser of MyBuildAssist.

8. Payment/compliance

8.1 Before MyBuildAssist carries out orders, 100% of the total amount that has been quoted by MyBuildAssist must be settled by the Client. Not accepting this condition gives MyBuildAssist the right at all times to refuse the order, without MyBuildAssist being obliged to pay any damages.

8.2 MyBuildAssist will send the Client an invoice beforehand for the use of the Web Service. The fee consists of a fee for the Environment, a fee for Support and possible associated Services, as stated in the Quotation. The payment obligation can i) not be cancelled or refunded and ii) the purchased Web Service cannot be reduced without the written consent of MyBuildAssist. The fees stated are due in advance and, unless expressly

indicated otherwise, are listed in Euros and exclusive of VAT.

8.3 The Client owes all amounts established in advance for training, development, or adjustments, upon the start of the provision of services. The quotation and the Order Confirmation for it are provided separately. The Client is responsible to supply us with the complete invoicing and contact details and to keep us informed of any possible changes to this information.

8.4 In case payment occurs in another manner than in cash, payment is only deemed carried out when MyBuildAssist has received notice of payment from its bank.

8.5 The Client must pay the amounts billed no later than within 14 (fourteen) days after invoice date. If the Client fails to do so, then the Client receives a reminder. If payment then still fails to occur, MyBuildAssist reserves itself the right to bill all (extrajudicial and court) costs plus the statutory interest and/or to transfer the claim to a third party. Upon request you must compensate all our reasonable costs for legal assistance that we have incurred for the collection of fees and charges after the violation of an obligation of costs owed to us.

8.6 If a payment is not settled on time, the Client falls into default automatically. MyBuildAssist has the right in such case to temporarily suspend access to the Web Service until the obligations have been complied with by the Client.

8.7 Payments made by the Client always serve for the settlement primarily of all interest and costs owed, and secondarily of payable invoices that have been outstanding the longest, even if the Client states that the settlement regards a later invoice.

8.8 MyBuildAssist has the right to increase the rates once a year by an amount that is equal to the price index rate of the statistics institution CBS for households' consumption in the Netherlands. MyBuildAssist will

implement the adjustment annually at the start of the calendar year.

8.9 The overrunning of any budget established beforehand, as recorded in the Order Confirmation, can only occur with mutual agreement and following the written approval by the Client.

8.10 MyBuildAssist has the right, whether or not in an automated manner, to read out the information created in the database and to use this to realise a correct calculation and invoicing of the Consumption to the Client.

8.11 Taxes. Barring statement to the contrary, Our fees are exclusive of taxes, levies, duties or similar government impositions, including, though not limited to, VAT, sales tax, consumption tax or withheld taxes of any local, state/provincial, federal or foreign jurisdiction. The Client is responsible for the purchases under this Agreement. We are only responsible for taxes that are levied on our income, property, and collaborators.

9. Liability

9.1 The total liability of MyBuildAssist on account of attributable shortcomings in complying with the Agreement and/or on account of unlawful actions is limited to the compensation of direct damage incurred by the Client up to a maximum of the amount (excl. VAT) that the Client has paid during 6 (six) months for the use of the Web Service to MyBuildAssist prior to the moment that the damage-causing event occurred. By direct damage is exclusively intended: a) the costs that the Client has incurred for being compelled to keep operational his old system or systems and associated facilities longer because MyBuildAssist has not performed on a date binding for it, minus such savings as may be the result of the delayed performance; b) reasonable costs

incurred to determine the cause and the scope of the damage, to the extent the determination regards direct damage in the sense of this article; c) reasonable costs incurred to prevent or mitigate the damage, to the extent the Client proves that these costs have led to the limitation of direct damage in the sense of this article.

9.2 In case of force majeure, wherein are included work strikes as well, MyBuildAssist may suspend the implementation of the agreement or cancel the agreement respectively, depending on the fact whether the force majeure is of a temporary nature or not. MyBuildAssist is not bound to provide compensation for any damage as a result of such a suspension or cancellation.

9.3 MyBuildAssist is not liable for all other damage than the direct damage, such as, though not limited to: indirect damage, also including consequential damage, lost profit, missed savings, and damage due to operational stagnation. MyBuildAssist is not liable either for damaging or loss of stored data, regardless of whether these data represent a monetary value.

9.4 If a case of damage occurs and has been identified, the Client must report this without delay, though no later than within 5 (five) business days by way of registered mail to MyBuildAssist. If this does not occur, then any right to compensation of damages lapses. MyBuildAssist will, however, try unabatedly to resolve the issue.

9.5 Outside the cases mentioned in article 9.1, MyBuildAssist is not subject to any liability for compensation of damages, regardless of the grounds on which an action for compensation of damages would be founded on. The limitations of liability mentioned in this article do not apply if the damage is the result of demonstrable wilful intent or deliberate recklessness of MyBuildAssist, its executives, or managing staff.

9.6 If a certain action of the Client or User of the Client demonstrably impairs the general functioning of the Web Service, then MyBuildAssist has the right without any

further announcement or warning to deny and render impossible access to the Web Service for a certain period.

10. Security rights MyBuildAssist

10.1 As a security for everything that MyBuildAssist will have to claim at any time on any grounds whatsoever from the Client, the goods will after delivery remain the property of MyBuildAssist until the Client has fully complied with all his obligations vis-a-vis MyBuildAssist.

10.2 MyBuildAssist is not bound to return supplied materials to the Client until after the Client has fully complied with all his obligations towards MyBuildAssist.

10.3 Production tools manufactured by MyBuildAssist remain the property of MyBuildAssist and MyBuildAssist is not bound to release such.

11. Piracy

11.1 If the Client in the opinion of MyBuildAssist is or has been active in the field of the trading in or the exploitation otherwise of pirated software obtained through copying, then MyBuildAssist will have the right to immediately cancel the agreement, without prejudice to the obligation of the Client to fully pay the products manufactured and/or services provided already. MyBuildAssist is not liable for any damage flowing from such a cancellation for the Client.

12. Cancellation

12.1 If the Client cancels an order, he owes the following cancellation fees: in case of cancellation until thirty days before the established delivery date, 50% of the established price; in case of cancellation from thirty until ten days before the established delivery date, 75% of the established price; in case of cancellation shorter than 10 days before the established delivery date, the entire purchase price is due.

13. Force majeure

13.1 Without prejudice to the legal provisions must be considered as force majeure: strikes, fire, loss of matter on the way, water damage, government measures, delays upon shipping abroad, war, mobilization, transport impediments, import restrictions, export restrictions, the default of suppliers, lack of workers or raw material, defects in machinery or systems, disruptions in the delivery of power as well as all circumstances due to which MyBuildAssist is impeded in the regular exercise of their business.

13.2 MyBuildAssist has the right to suspend the implementation of the order for as long as the force majeure lasts, or, if the force majeure has a duration of more than one month, to rescind the agreement entirely or in part without judicial intervention, without being bound to pay damages on such account.

13.3 If the Client as a result of force majeure is unable to comply with an obligation from the Agreement, MyBuildAssist may unilaterally terminate the Agreement following a period of 14 (fourteen) business days, without MyBuildAssist being obliged to compensate any damage that Client incurs as a result of this cancellation. The obligation of payment by the Client remains fully effective until the time of termination.

14. Rescission

14.1 In case of (provisional) suspension of payments, bankruptcy, immobilization, or liquidation of the company of the Client, the legal merger of the Client, or in case a substantial part of control at the Client changes, all agreements with the Client will be automatically rescinded, unless MyBuildAssist notifies the Client within a reasonable term that it requires compliance with (a part of) the relevant agreement(s), in which case MyBuildAssist has the right without any default notice: to suspend the implementation of the relevant agreement(s) until payment has been sufficiently secured; and/or to suspend any of his possible obligations with respect to

the Client; all matters without prejudice to other rights under any agreement with the Client whatsoever and without MyBuildAssist being obliged to pay any damages.

14.2 If the Client does not appropriately or does not within an established term or otherwise not timely complies with any obligation that may flow for him from any agreement with MyBuildAssist, the Client is in default and MyBuildAssist has the right without any default notice to: suspend the implementation of that agreement and agreement directly related therewith until payment has been sufficiently secured; and/or rescind the agreement and the agreements directly related thereto entirely or in part; all matters without prejudice to other rights under any agreement with the Client whatsoever, and without MyBuildAssist being obliged to pay any damages.

14.3 In case an event occurs as intended in section 1 or section 2, all claims of MyBuildAssist on the Client and, respectively, the claims intended on account of the relevant agreement(s) are instantly and entirely payable, and MyBuildAssist has the right to recover the relevant matters. In that case, MyBuildAssist and its authorized representative(s) will have the right to enter the premises and buildings of the Client in order to take possession of the matters.

15 Duration and termination

15.1 An Agreement enters into effect on the date as stated at the start of the Agreement, in the absence of which on the date of signing of the Order Confirmation by Client or, if this is earlier than either situation, on the day that a Client makes use of the Web Service for the first time.

15.2 The Agreement is entered into for the duration of a project until 3 months after delivery of the last home, with a maximum of 5 years, unless established otherwise in writing.

15.3 Both MyBuildAssist and the Client have the right without being obliged to pay damages to rescind the Agreement entirely or in part by way of registered mail. or to demand the rescission thereof judicially, if: a) the other party has failed culpably to comply with 1 (one) or more of its obligations after a reasonable term of 30 (thirty) days has been set for it in writing to still comply with this/these obligations b) the other party is under suspension of payments or files for suspension of payments or bankruptcy; c) the other party is declared to be in a state of bankruptcy; d) the enterprise of the other party is liquidated.

15.4 After termination of the Agreement, for any reason whatsoever, the right of the Client to use the Web Service lapses immediately, and no obligation exists for MyBuildAssist anymore to grant Client and/or Customer of Client access to the Web Service. Client will immediately destroy usernames and passwords provided to him. Amounts that MyBuildAssist has invoiced before the termination in connection with what it has already properly conducted or delivered to implement the Agreement remain fully owed and become instantly payable at the moment of the termination. MyBuildAssist will provide the data provided by the Client through entry by way of the Web Service until the termination of the Agreement, up to 1 (one) month after the termination to Client by way of an export environment in a commonly accessible file format. Client accepts that such data contain the characteristics as Client finds them at the moment of receipt ("as is"), and that the liability of MyBuildAssist for such data is completely excluded. In addition, MyBuildAssist is not obliged in any manner to convert the data provided or render such suitable otherwise for use by the Client.

In case of additional questions regarding this document, you can refer to MyBuildAssist. We are happy to provide

further clarification. We can be reached on +31 (0)513 744 169 or via info@mybuildassist.com

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