

ZeeBoer Standard Conditions

ZeeBoer b.v.
Vaassen, October 2022

ZeeBoer Standard Conditions

We, ZeeBoer b.v., offer Utopis® Platform as Software-as-a-Service (SaaS). With this software (UP) manufacturers and suppliers of (construction) products (our customers) can manage and distribute their product, company and/or market information. We also provide online services such as websites and mobile applications (the Online Tools).

These are the general terms and conditions that apply to the use of UP and the Online Tools. We have the right to change these ZeeBoer Standard Conditions. You agree that the latest version of these ZeeBoer Standard Conditions will always apply. Deviating agreements only apply if they have been accepted by us in writing. The applicability of general terms and conditions used by third parties/contractor is always and explicitly excluded.

If you have any questions about these ZeeBoer Standard Conditions or our services, please contact us at info@utopis.net or by telephone on +31 85 7433333. Our address is Schorsweg 6, NL 8171 ME in Vaassen and we are registered with the Chamber of Commerce under number 09092599.

1. General

- 1.1. These ZeeBoer Standard Conditions apply to every offer and agreement that we conclude with you.
- 1.2. We will send these ZeeBoer Standard Terms and Conditions to you free of charge on request. They are also available at www.utopis.net/conditions, as well as filed with the Chamber of Commerce.
- 1.3. If part of these ZeeBoer Standard Conditions or the agreement to which they apply is void or voidable, this will not affect the validity of the rest of these ZeeBoer Standard Conditions or the agreement to which they apply. The void or voided part will be replaced by a provision that follows the content of the void provision as closely as possible.

2. Quotations and offers

- 2.1. All our offers and quotations are without obligation, unless otherwise agreed. An offer in a quotation applies only to the specific underlying order (and not to any future orders).
- 2.2. We may assume that the information you provide us is correct. We will base our quotation on this information.
- 2.3. A composite quotation does not oblige us to perform part of the assignment against a corresponding part of the stated price. In such a situation, we will make you a new quotation and the original quotation will lapse, and you can no longer derive any rights from it.
- 2.4. If there is a maintenance obligation in an offer or quotation, then this applies for a period of 3 years after delivery, unless otherwise agreed. After this, the maintenance period is always tacitly extended by one year. You can cancel in writing up to one month before the end of the maintenance period.

3. Price

- 3.1. The price is exclusive of travel, accommodation, and expenses and exclusive of VAT and other government levies.
- 3.2. We call the price per hour for work that we use in our offers and quotations Project rate. In addition, we have a Standard rate.
- 3.3. We can always adjust our prices and rates. The price change will take effect 30 days after its announcement. If you do not agree with the price change, you can cancel the agreement with us within 15 days. The agreement then ends on the date that the price change takes effect.

4. Payment and collection costs

- 4.1. We will send you an invoice after our work has been completed. If an order is larger than € 2,000 excluding VAT, we may invoice in two, three or four instalments, unless otherwise agreed. We send the invoice for our maintenance obligation annually, unless otherwise agreed. You must always have paid invoices within 30 days of the invoice date.
- 4.2. If you do not meet your payment obligation on time, you are automatically in default. In that case, you owe the statutory (commercial) interest plus 1% on the outstanding amount. The interest on the due amount is calculated from the moment you are in default until the moment you pay the full amount due.
- 4.3. If you are in default, you will also owe us all extrajudicial collection costs, which amount to 15% of the principal amount due, with a minimum of € 40.00.

5. Usage

- 5.1. With UP and/or the Online Tools you can independently manage product, company and/or market information. If you require support from our side, this will be settled according to the Standard Rate, unless we have made other arrangements.
- 5.2. If you wish to manage it yourself, you will receive a personal account with password from us that gives you access to UP and/or the Online Tools. You may not give others access to (a backup copy of) UP and/or the Online Tools.
- 5.3. You must keep your account information and password strictly confidential. You are liable for all actions taken after logging in with the account information and password. You are not liable for these actions if you have reported to us that someone else knows the password for a personal account.
- 5.4. You are responsible for the technical operation and maintenance of your internet connection, internal network and all other IT systems that are necessary according to our system requirements for the use of UP and/or the Online Tools.
- 5.5. We have the right to block a personal account. We will do this when we reasonably suspect that one or more personal accounts are in violation of the law or this agreement. In addition, we reserve the right to attach other consequences to this use.
- 5.6. If you violate one of the provisions of this article, you are liable to us for any damage, by whatever name, which we will suffer as a result.

6. Execution and delivery of work

- 6.1. We depend on the information you provide us with in the performance of work. You must provide information in the agreed manner and within the agreed time frame.

- 6.2. You must provide information correctly and completely within the agreed term. If you do not do this (in time and/or in full), we will notify you as soon as possible and we will grant you a reasonable period to fully comply with the agreements. If you do not yet (fully) comply with the agreements made, then we will complete the assignment with the information available at that time.
- 6.3. When we submit (part of) an assignment to you for assessment, you can report any errors or shortcomings to us within 10 working days. After this, we consider the (partial) assignment to be completed and adjustments are settled at the Standard Rate.
- 6.4. When we submit (part of) an assignment to you for assessment, we ensure that UP and/or the Online Tools can be used in the current desktop browser of Google Chrome (or its successor). If you wish, we can make you an offer using another browser, mobile phone, or tablet.
- 6.5. A maintenance obligation may involve a periodic check(s) on specification system(s) or other standards. We carry out the resulting adjustments to (specification) templates in UP and/or the Online Tools free of charge up to a maximum of 4 hours per year. Additional activities will be carried out and settled after consultation with you.
- 6.6. We may have work (partly) carried out by third parties if we believe this is necessary for the proper execution of the agreement. Articles 7:404 BW (implementation by a specific person), Article 7: 407 paragraph 2 (joint and several liability) and 7: 409 BW (death of a specific person) do not apply.

7. Availability and maintenance

- 7.1. If we have a maintenance obligation, we will ensure that you can use UP and / or the Online Tools during the time that we have a maintenance obligation to you. We will endeavour to make UP and/or the Online Tools available 24 hours a day, 7 days a week. We are responsible for the operation and maintenance of UP and the Online Tools.
- 7.2. With UP or the Online Tools you set up channels with which you offer your information to the market. These channels are listed by us on the Bouwspex.nl website and on our own website, along with your company details and logo. You are responsible for further statements, distribution, and use.
- 7.3. If we have a maintenance obligation, we regularly make a backup copy of UP and the Online Tools. You can request that we restore the most recent backup. The efforts we must make for this are charged according to the Standard Rate.
- 7.4. We can (partially) disable UP and/or the Online Tools for maintenance. In principle, we carry out maintenance outside office hours (09h00 – 17h00). We will not send you a notice of maintenance unless we can estimate in advance that UP and/or the Online Tools will be unavailable for more than 15 minutes.
- 7.5. We reserve the right to change UP and the Online Tools and to change, remove or add certain properties or functionalities.
- 7.6. We do not guarantee that UP and the Online Tools are error-free. Please notify us immediately if you notice a malfunction such as an error message or loss of functionality. We will then do our best to resolve this as soon as possible.

8. Force majeure

- 8.1. We are not liable if we cannot fulfil the agreement with you due to force majeure. This also applies if you are unable to fulfil the agreement due to force majeure. If the force majeure lasts longer than two months, this agreement can be cancelled in

writing. In that case there is no right to compensation. We will send you an invoice for the (not yet paid) period that you have used UP and/or the Online Tools.

- 8.2. For example, but not exclusively, force majeure occurs when certain plugins or changes to browser functionality are no longer available. UP and the Online Tools use plug-ins and browser functionality for some functions. We perform available plug-in updates so that UP and the Online Tools remain available and secure. However, when a plugin or browser functionality is no longer supported, this is force majeure. We will then look for a good solution in consultation with you.

9. Intellectual property

- 9.1. We (or our licensors or suppliers) are the exclusive owner of all existing and future intellectual property rights, such as copyrights, trademark rights, design rights, patent rights, source code and know-how, that rest on or arise from UP and the Online Tools.
- 9.2. You only get the right to use UP and/or the Online Tools. You cannot claim the intellectual property rights referred to in paragraph 1. The right to use UP and/or the Online Tools is not exclusive, and it is not permitted to transfer or license the right to use.
- 9.3. We assume that you own the intellectual property rights, such as copyrights and trademark rights, of the information that you manage and distribute in UP and/or the Online Tools. If it appears that you are not the (full) owner of the intellectual property rights, we are not liable for the use thereof towards third parties and you must indemnify us. For as long as we have a maintenance obligation, you can have access to your information or export it to Excel and / or XML format.

10. Confidentiality

We are obliged to keep all your confidential information secret. By “confidential information” we mean all information that you have indicated to be confidential or of which it arises from the nature of the information. In addition, by “confidential information” we mean personal data as referred to in the General Data Protection Regulation (GDPR).

11. Processing of personal data with UP and/or the Online Tools

- 11.1. UP and the Online Tools are not primarily developed for the processing of personal data but do offer the possibilities to do so. As far as the General Data Protection Regulation (GDPR) is concerned, you are the controller.
- 11.2. We take appropriate technical and organizational measures to secure the processing. We do this together with suppliers in the field of hosting.
- 11.3. We can provide you with an overview of persons who have access to data and their powers.
- 11.4. The information contained with UP and/or the Online Tools is stored on servers located in the European Union.
- 11.5. We will notify you of a security breach or data breach and you are also required to notify us immediately if you become aware of this.
- 11.6. We can support you with a data protection impact assessment (DPIA), an audit, consulting the regulator, reporting a security breach (incident) or data breach to the regulator or in complying with your obligations, when data subjects exercise their privacy rights (such as the right for inspection, correction or data portability). These activities do not fall under our maintenance obligation and are settled according to the Standard Rate unless we have made other agreements.

12. Liability

- 12.1. You indemnify us against all claims from others due to the data that you have stored, collected, processed, or distributed using UP or the Online Tools. We are not liable for the content of the data that you have stored, collected, processed, or distributed within UP or the Online Tools.
- 12.2. When we share our knowledge with you or provide you with advice on setting up UP or the Online Tools or during activities that fall under our maintenance obligation, we do so to the best of our ability and according to the state of the art at that time. We are not liable for damage that has arisen as a result of knowledge shared with you or advice provided to you.
- 12.3. We are not liable for damage caused by improper use of UP or the Online Tools.
- 12.4. We are only liable for your direct damage, which is directly and exclusively the result of an attributable shortcoming on our part.
- 12.5. Our liability is always limited to the maximum value of the assignment in question plus, if applicable, the value of 1 year of maintenance costs, or to the amount that our insurer pays out in that case.
- 12.6. We undertake to ensure careful storage of the data from you. We are not liable for damage or loss of data stored with us or with third parties.
- 12.7. The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on our part.

13. Governing law

If the handling of your complaint, or a difference of opinion between you and us, does not lead to a solution, all disputes will in the first instance be settled by the competent court of the Gelderland District Court.