



General Terms and Conditions FRENKLIE

Article 1: Definitions

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

1. Contractor: Lonneke Marjolein Kroon trading as FRENKLIE, a one-man business under Dutch law, established at Sint Janstraat 128, 4714 EK Sprundel, the Netherlands. Registered in the trade register of the Chamber of Commerce under number: 80432085. Hereafter referred to as: 'FRENKLIE'.
2. Client: natural person or legal entity that gives an order to FRENKLIE.
3. General Terms and Conditions: the provisions as set out below.
4. Services: all activities carried out by FRENKLIE.
5. Agreement or Assignment(s): the service provision agreement between the Client and FRENKLIE.
6. Commencement: the hour on which the agreed activity starts according to the approved quotation.
7. In writing: by post or e-mail
8. Website: www.frenklie.nl

Article 2: Application

1. These General Terms and Conditions apply to all agreements between FRENKLIE and Client.
2. The Client declares to be familiar with the applicability and content of these General Terms and Conditions in writing upon dated signing of the Agreement.
3. General purchase conditions of the Client do not apply unless they are accepted by FRENKLIE in writing and dated.

Article 3: Realization of the Agreement

1. The agreement between the Client and FRENKLIE is realised when the Agreement, signed for approval by the Client, reaches FRENKLIE within 14 days, or by the actual start of the assignment by FRENKLIE without immediate protest from the Client.
2. If the Client's acceptance deviates from the offer made in the quotation, FRENKLIE is not bound by it, unless FRENKLIE agrees in writing.
3. If no agreement is concluded between FRENKLIE and the Client, but FRENKLIE has already started to implement and/or adapt an offer, the Client is bound to pay the costs of this according to the hourly rate.

Article 4: Termination, cancellation and amendment by Client

1. FRENKLIE excludes Article 7:408 of the Dutch Civil Code, which does not entitle the Client to cancellation and credit.
2. If the Assignment cannot take place in line with the agreed planning due to the actions of the Client, the Parties shall mutually agree on an alternative planning, such in all reasonableness for both parties.
3. If Cancellation of Orders from Article 4.2 involves third-party costs, FRENKLIE is entitled to charge these to the Client.

Article 5: Cancellation, cancellation and amendment by FRENKLIE

1. FRENKLIE may amend and/or cancel the Agreement, when circumstances are such that execution of the agreed services cannot take place, respectively not without any objections, such at the discretion of FRENKLIE.
2. FRENKLIE is entitled to terminate the Agreement with the Client at any time without notice if, repeatedly and in spite of warning Client, a situation arises whereby quality service can no longer be demanded from FRENKLIE.
3. Interim termination as in the aforementioned articles does not release Client from his agreed financial obligations.

Article 6: Execution of the assignment

1. FRENKLIE will execute the assignment to the best of its knowledge and ability. The execution of the work by FRENKLIE is therefore an obligation of effort and does not contain an obligation of result.
2. After receiving written approval of the quotation, FRENKLIE will plan the work in consultation with the Client.
3. Unless otherwise agreed between the parties, FRENKLIE is authorised to bring in third parties for the execution of the agreement without prior consultation.
4. FRENKLIE guarantees the competence of these third parties as auxiliary persons called in by FRENKLIE.
5. The costs of third parties are for the Client's account.
6. FRENKLIE accepts the Assignment and thereby accepts responsibility for the correct execution of the agreed Assignment.
7. FRENKLIE assigns its work independently. However, as far as necessary for the execution of the Assignment, coordination with the Client will take place in case of cooperation with others, so that this will run optimally.
8. Client provides FRENKLIE with all authority and information required for a proper execution of the assignment.
9. If the Client provides incorrect information to FRENKLIE, only the Client is liable for the consequences.
10. FRENKLIE is entitled to dissolve any agreement with Client if Client has provided incorrect information.
11. Any specific working hours and location(s) will be laid down in the Agreement. If this is not the case, remote cooperation is primarily at FRENKLIE's discretion.
12. Parties explicitly do not intend to enter into an employment contract in the sense of Article 7:610 et seq. of the Dutch Civil Code.
13. Client expressly agrees that FRENKLIE also performs work for other Clients without prejudice to any (direct) competition.

Article 7: Hourly rate

1. If Client and FRENKLIE have agreed on an hourly rate, Client owes FRENKLIE the fee and any disbursements and third-party costs.
2. The Agreement specifies which matters are included in the invoice amount, such as - but not exclusively - number of intended hours, correction rounds, travel costs, location costs and/or material costs.
3. If travel expenses are incurred within the Netherlands, Client shall pay a travel allowance of € 0.39 per business kilometer driven (including commuting).
4. As long as the assignment has not been completed, FRENKLIE may invoice on an interim basis.
5. FRENKLIE's fee does not depend on the outcome of the awarded assignment.

6. FRENKLIE may invoice an advance payment before FRENKLIE starts the work. Upon receipt of the advance payment, FRENKLIE will commence the work. This advance payment will be offset against the final invoice, if applicable.
7. Costs of third parties and media are invoiced in advance and must be paid in advance. Upon receipt of full payment, FRENKLIE issues the third assignment.

Article 8: Fixed price

1. A fixed price shall be agreed in advance and included in the quotation. Prices are exclusive of disbursements and third-party costs.
2. The Agreement specifies which matters are included in the invoice amount, such as - but not exclusively - number of intended hours, correction rounds, travel expenses, location costs and/or material costs.
3. If travel expenses are incurred within the Netherlands, Client shall pay a travel allowance of € 0.39 per business kilometer driven (including commuting).
4. FRENKLIE is entitled, before commencing work, to invoice all or part of the fixed price to Client in advance. Upon receipt of full or partial payment, FRENKLIE will start the work.
5. Costs of third parties and media are invoiced in advance and must be paid in advance. Upon receipt of full payment, FRENKLIE issues the third assignment.

Article 9: Payment

1. Payment of the invoiced amount can only take place by transfer to FRENKLIE on the designated account number or via the payment link in the invoice.
2. The Client will pay invoices within 14 days of the invoice date at the latest, failing which the Client will be in default without notice of default and will owe statutory commercial interest, whereby part of a month will be counted as a whole month.
3. All (extra)judicial costs related to the collection of the invoice shall be borne by the Client. Extrajudicial costs shall be charged to the Client at a rate of 15% of the amount to be collected with a minimum of € 100.
4. The claim for payment is immediately due and payable if the Client has applied for a suspension of payment, the Client is in a state of bankruptcy, the Client's assets are seized or if the Client is dissolved or liquidated.
5. Parties can only deviate from what is stipulated in this article in writing and by mutual agreement.

Article 10: Amendments to the Agreement and additional work

1. If during the execution of the Agreement it appears that for a proper execution it is necessary to change or supplement the work to be performed, the parties will timely and in consultation adapt the Agreement.
2. FRENKLIE will inform Client in a timely manner if the amendment and/or addition to the Agreement will have financial and/or qualitative consequences.
3. If additional work is involved, FRENKLIE will calculate the costs for the additional work and send a quotation to the Client.
4. FRENKLIE will charge the Client the costs for additional work on the basis of subsequent calculation and according to the applicable hourly rate unless the parties agree on a fixed amount for the additional work. FRENKLIE will send an invoice for this.

Article 11: Liability

1. FRENKLIE is not liable for any damage caused by or as a result of work carried out by FRENKLIE, except and insofar as the Client can demonstrate intent or gross negligence on the part of FRENKLIE.
2. FRENKLIE's liability is limited to the amount paid by FRENKLIE's liability insurance, increased by the excess

under that insurance.

3. If no payment is made under FRENKLIE's liability insurance, FRENKLIE's liability is limited to a maximum of the price of the work to be carried out. Any further liability is expressly excluded.
4. The Agreement, its content and execution are based on information provided by the Client. FRENKLIE may assume the accuracy and completeness of the information provided to it and is not liable for damages resulting from incorrect information provided by the Client.
5. If the Client is of the opinion that FRENKLIE is liable, he must complain to FRENKLIE within 3 years and in accordance with Article 6:89 under Dutch Civil Code within a reasonable time.
6. In case of damage, FRENKLIE will ensure an accident registration with its insurer within 72 hours.
7. In case of force majeure, FRENKLIE is not liable and no claim for compensation can be made.
8. FRENKLIE is not liable for shortcomings of third parties. The Client indemnifies FRENKLIE for any claims by third parties, who suffer damages in connection with the execution of the agreement.
9. Third parties cannot derive any rights from the content of the services provided.

Article 12: Intellectual property

1. The work supplied by FRENKLIE is original.
2. The intellectual property rights to the work provided by FRENKLIE to the Client belong to FRENKLIE, unless agreed otherwise. The Client is expressly not permitted to reproduce, publish or make the work available to third parties without prior permission.
3. Upon receipt of full payment, the Client acquires the exclusive right to publish the work in the agreed edition. If the Client wishes to use the work more often, the Client will owe a fee to FRENKLIE. The Client undertakes to contact FRENKLIE in this regard before proceeding to use the work.
4. The Client is not allowed, without permission from FRENKLIE, to make (or have made) any changes to the work.
5. Until payment of the invoice has been made in full, FRENKLIE retains ownership and rights to the work.
6. Client is not entitled to grant licenses to use the work.
7. FRENKLIE has the right to use the work for its own (promotional) purposes, such as on its portfolio/website or Instagram.
8. Unless otherwise agreed, FRENKLIE's name must be appropriately mentioned in the publication.
9. If other licences/protected material, such as music, has been used for the work, the Client must mention this appropriately in the publication.
10. The rights from paragraph 3 only apply if the works have actually been used or purchased by the Client. The intellectual property rights to works, concepts, ideas and productions that have not been purchased belong to FRENKLIE.

Article 13: Confidentiality

1. Parties acknowledge that the contents of the relationship as well as the data and information which become known to them within the framework of the Agreement and the execution of the Agreement are of a strictly confidential nature.
2. None of the Parties will directly or indirectly disclose the content of the relationship as well as the data and information known to it to third parties not involved in the Agreement, both during the term and afterwards,

- except in the event of a legal obligation to report.
3. FRENKLIE processes data in accordance with its Privacy Statement (available on its website and on Written request).
 4. Upon termination, cancellation or amendment of the Agreement, the Client will ensure that FRENKLIE is denied access to (digital) environments of the Client. FRENKLIE is never liable if Client does not deny access.

Article 14: Complaints

1. Complaints about the execution of the Agreement must be submitted in writing to FRENKLIE within a reasonable time, fully and clearly described, after the Client has discovered the defects.
2. In principle, FRENKLIE assumes that a mutually suitable solution to the complaint will be found in proper consultation.

Article 15: Validity of General Terms and Conditions

1. The invalidity of one or more provisions in these General Terms and Conditions shall not affect the validity of all other provisions.
2. Should any provision in these General Terms and Conditions prove to be invalid for any reason, the parties shall be deemed to have agreed on a valid replacement provision, which approximates the invalid provision as far as possible in scope and purport.

Article 16: Choice of law and forum

1. These General Terms and Conditions remain in force if FRENKLIE changes its name, legal form or ownership.
2. FRENKLIE may make amendments to these General Terms and Conditions. The amendments will enter into force at the announced time of entry into force. The amendments do not affect ongoing agreements, unless the parties agree otherwise.
3. The agreements to which these General Terms and Conditions have been declared applicable are subject to Dutch law.
4. The Dutch District Court of Breda (Netherlands) has exclusive jurisdiction to take cognisance of disputes.