



## Terms and conditions

**Date** 23 august 2023  
**From** Paucitas B.V.  
**Subject** Terms and conditions

Paucitas B.V.  
KVK 83489649  
Herengracht 244-4  
1016 BT Amsterdam

We kindly request that you carefully read these terms and conditions so that you are aware of your rights and obligations under the Agreement between you and Paucitas B.V.. In these terms and conditions, you are referred to as 'the customer'.

### 1. Definitions

- 1.1 In these Terms and conditions, the following capitalised terms always have the following meaning:
- i. **Paucitas B.V.**  
the private company Paucitas B.V., with its registered office and principal place of business in (1016 BT) Amsterdam at Herengracht 244-4;
  - ii. **Terms and conditions**  
these terms and conditions of Paucitas B.V.;
  - iii. **Service**  
the service provided by Paucitas B.V.;
  - iv. **Intellectual Property**  
all intellectual property rights such as copyrights, trademark rights, patent rights, trade name rights, database rights and neighbouring rights, as well as related rights such as rights with regard to know-how and domain names;
  - v. **The customer**  
you, the customer and counterparty of Paucitas B.V. to the Agreement;
  - vi. **Agreement**  
the contract for services between Paucitas B.V. and the customer incorporating the specifications of the Services;
  - vii. **Parties**  
Paucitas B.V. and/or the customer.

### 2. Applicability

- 2.1 The Terms and conditions apply to every Agreement between Paucitas B.V. and the customer. Any terms and conditions of the customer are hereby expressly rejected.
- 2.2 Deviations from and additions to the Agreement are only valid if agreed by the Parties.
- 2.3 When the customer engages other parties to provide the Services, these Terms and conditions also apply to the performance of the Services by this other party.
- 2.4 Paucitas B.V. is entitled to change these Terms and conditions. Substantive changes will take effect one (1) month after announcement. Changes to the Terms and conditions have no effect on an existing Agreement.

### **3. Conclusion of agreement**

- 3.1 Quotations and offers from Paucitas B.V. are without obligation, unless a validity period is included in the quotation. If no term for acceptance is included, the offer will always expire after 14 days.
- 3.2 If the customer without a prior offer to Paucitas B.V. an order, Paucitas B.V. only bound to this order after it has confirmed it to the customer.
- 3.3 An offer for the delivery of several Services obliges Paucitas B.V. not to provide any part of the Services in this quotation for a corresponding part of the price.
- 3.4 Offers, quotations, quotations and rates do not automatically apply to repeat orders and/or new orders.
- 3.5 The customer expressly agrees to fully waive the right of withdrawal.

### **4. The Service**

- 4.1 Paucitas B.V. always performs its Services in accordance with a best efforts obligation and it gives no guarantee with regard to the results of its services, unless the Parties explicitly agree otherwise.
- 4.2 Paucitas B.V. will perform the Agreement to the best of its knowledge and ability and in accordance with the requirements set for a professional party. If and insofar as required for the proper execution of the Agreement, Paucitas B.V. the right to have certain activities performed by third parties, at the discretion of Paucitas B.V. The applicability of articles 7:404, 7:407 and 7:409 of the Dutch Civil Code is expressly excluded.
- 4.3 An agreed term will only be regarded as a strict deadline if this is explicitly stipulated in the Agreement.
- 4.4 Paucitas B.V. is entitled to perform the work in parts or phases, whereby each part or each phase can be invoiced separately.

### **5. Customer obligations**

- 5.1 The customer undertakes to inform Paucitas B.V. provide all necessary information and cooperate that Paucitas B.V. needs to perform the Services. Paucitas B.V. may suspend the work as long as the customer does not comply with the obligation in this provision. Paucitas B.V. is never liable for any damage and/or delay that has arisen as a result of failure to comply, late or inadequate compliance with the information and cooperation obligation referred to in this article.

### **6. Termination of the Agreement**

- 6.1 The duration of the Agreement is determined in the Agreement itself.
- 6.2 Paucitas B.V. may terminate an Agreement at any time with due observance of a notice period of two months. Paucitas B.V. is not obliged to pay any form of compensation and/or financial compensation as a result of (premature) termination.
- 6.3 The customer may terminate the Agreement prematurely, subject to a notice period of at least 2 months.
- 6.4 Each of the Parties has the right to terminate the Agreement in whole or in part with immediate effect if the other Party goes bankrupt or if the other Party is granted a moratorium, as well as if the company of the other Party is dissolved or undergoes liquidation.
- 6.5 If the Agreement is dissolved at any time and Services have already been performed at that time, the Services already performed and the customer's payment obligation associated therewith will not be subject to any cancellation obligation, unless the customer can prove that Paucitas B.V. is in default with respect to specifically those Services. Amounts paid by Paucitas B.V. prior to the dissolution. invoiced in connection with the services already properly performed or delivered by it in the context of the execution of the Agreement, remain due in full and are immediately due and payable at the time of dissolution.
- 6.6 The customer is liable to third parties for the consequences of the cancellation and will pay Paucitas B.V. indemnify against any claims from these third parties arising from this.

## **7. Fee and Payment**

- 7.1 All amounts as stated in an offer, quotation or Agreement are in euros, unless otherwise stated.
- 7.2 The quotations, offers, and invoices issued by Paucitas B.V. may vary in notation. This includes, but is not limited to, the variation in symbols used for decimal and thousands notation (such as the use of dots or commas). No rights can be derived from such notation differences.
- 7.3 The customer must pay the invoice in full within a period of fourteen days after the invoice date. This payment term is a strict deadline and the customer is therefore in default without further notice of default, if payment is not made on time.
- 7.4 If the customer is of the opinion that the amount of the invoice is incorrect, or that there is any other imperfection in the invoice, he must notify Paucitas B.V. immediately, together with convincing evidence of its position. Disputing (part of) an invoice does not suspend the customer's payment obligation with regard to (the undisputed part of) an invoice.
- 7.5 Paucitas B.V. is entitled to adjust its rates at any time. Paucitas B.V. will notify the customer at least 2 (two) months prior to a rate change. If Paucitas B.V. has announced a rate change, the customer may cancel the Agreement until the rate change takes effect. The customer must observe a notice period of one month.
- 7.6 Paucitas B.V. is entitled to increase its rates annually in accordance with the Consumer price index, as published by Statistics Netherlands, without this giving the customer the right to cancel or otherwise terminate the Agreement.

## **8. Intellectual property rights**

- 8.1 All Intellectual Property Rights resting on documents or materials that the customer provides to Paucitas B.V. within the framework of the execution of the Agreement, remain with the customer at all times. The customer provides to Paucitas B.V. a worldwide, non-exclusive and sub-licensable licence to use the materials supplied for the performance of the Agreement.
- 8.2 The Intellectual Property Rights that Paucitas B.V. has acquired when entering into the Agreement, remain with Paucitas B.V.
- 8.3 If and insofar as Intellectual Property Rights arise in the performance of the Agreement on the result of the Services, these Intellectual Property Rights will be vested in Paucitas B.V.
- 8.4 Under the condition that the customer has fulfilled all its (payment) obligations under the Agreement, the customer obtains a limited, non-transferable, non-exclusive licence to use the Intellectual Property Rights in the result of the Services.

## **9. Liability**

- 9.1 Paucitas B.V. is not liable or responsible for the course of the service provision, due to the risk that third parties may obstruct the execution of our services. As a result, we do not provide refunds.
- 9.2 Paucitas B.V. is not liable or responsible for any damages or losses suffered by the customer.
- 9.3 The customer is aware that anything stated by Paucitas B.V. is not investment or financial advice.
- 9.4 Paucitas B.V. is not liable for other damages, such as loss of profit, loss of anticipated savings, and other similar financial losses, as well as loss of goodwill, reputation, or any other type of damage not mentioned in the aforementioned damages.

## **10. Miscellaneous**

- 10.1 The customer is not entitled to any rights and/or obligations arising from the Agreement without the permission of Paucitas B.V. to a third party, unless the Parties have expressly agreed otherwise.

- 10.2 Dutch law applies to the Agreement. All disputes arising from the Agreement must be submitted in the first instance to the competent court in the district where Paucitas B.V. is located.