

GENERAL TERMS AND CONDITIONS

These are the General Terms and Conditions of BLOODY BELIEVERS (Contractor). The address of BLOODY BELIEVERS is Ceintuurbaan 368-3 1073EL Amsterdam, with the Trade Register number 58016252.

If you have any questions, please contact us via info@bloodybelievers.com, 0618499688 or by mail: BLOODY BELIEVERS, Ceintuurbaan 368-3, 1073EL Amsterdam.

BLOODY BELIEVERS has the right to amend these terms and conditions. You agree that always the latest version of these terms and conditions will apply to the contract. Parties may set out alternative arrangements.

Article 1 – General

These general conditions apply to any bid, offer and agreement between Contractor and you (**Client**). Upon request, Contractor will send you these terms and conditions free of charge. They are also available on www.bloodybelievers.com.

Article 2 - Conclusion of the contract

The contract is concluded when Client acknowledges his agreement with the contract.

Article 3 - Offers and Deals

1. All bids and offers made by Contractor are non-binding, unless otherwise agreed. A bid, made in an offer applies only to the specific underlying contract (and not for any future orders).
2. If Client provides data to Contractor, Contractor may assume that these are correct and will base his offer on this.

Article 4 – Price

1. An interim increase of the price by Contractor is allowed, if unforeseen and costs increasing circumstances occur after the conclusion of the contract.
2. The price does not include any expenses of the Contractor and is exclusive VAT and other government levies.

Article 5 - Payment and collection costs

1. Client shall always pay within fourteen days after the date of invoice. Contractor shall invoice monthly.

2. If Client does not pay the invoice on time, he will be legally in default. Client shall owe the statutory interest (if he is a consumer) or the statutory commercial interest (if it is a company). The interest on the due amount will be calculated from the time the Client shall be in default until the moment of payment of the full amount owed.

3. The full claim of the Contractor against the Client is immediately due and payable if:

1. The client exceeds a payment term;
2. Client is bankrupt or is in suspension of payments;
3. Client (company) is dissolved or liquidated;
4. Client (natural person) is being placed under guardianship or dies.

4. If the customer does not pay on time, he shall immediately be in default. He will then be due to the Supplier all extrajudicial costs. In case of an invoice amount to € 267, these costs will be € 40. In case of a higher invoice amount, the maximum collection fees are as follows:

1. 15% on the first € 2,500;
2. 10% on the part that remains thereafter, up to € 5,000;
3. 5% on the part that remains thereafter, up to € 10,000;
4. 1% on the part that remains thereafter, to € 200,000;
5. 0.5% on the remaining part.

Article 6 - Duration of Contract

Contractor and Client will enter into contract for an indefinite period, unless the Parties agree otherwise.

Article 7 – Implementation Period

1. If Client owes an advance payment or has to provide any information or materials, the period within which Contractor must complete the work (the implementation period) shall commence only if Contractor has received payment, information or materials.

2. If for the implementation of the contract a term has been specified or agreed, this is never a deadline. When a term has been exceeded, the client must first default Contractor by written notice.

3. Client may not terminate the contract by the failure of Contractor to meet the term. This does not apply if the implementation is permanently impossible or if Contractor fails to implement the contract within a period again communicated to him in writing.

Article 8 - Third Parties

Contractor may have activities (partly) performed by third parties. Article 7: 404 (implemented by specific person), Article 7: 407 paragraph 2 (joint liability) and 7: 409 of the Dutch Civil Code (death of some person) are not applicable.

Article 9 – Implementation of the contract

1. Contractor will carry out the assignment to the best of its abilities and in accordance with the requirements of good workmanship.
2. Contractor shall perform the task in different stages and separately invoice the executed parts.
3. If Contractor performs the task in stages, he can suspend the implementation of the parts of a next phase until the Client has approved in writing the results of the previous stage.
4. Client shall ensure that it provides timely to the Contractor any information or materials which are necessary for the implementation of the contract.
5. If Client does not timely provide the necessary information or materials, Contractor may suspend the execution of the contract and may invoice the additional costs resulting from the delay. Contractor is not liable for any damage caused by Contractor based on incorrect or incomplete information provided by Client.

Article 10 - Modification of contract

1. If, during the contract for a proper implementation it is necessary to modify or supplement the contents of the contract, then parties will do so in mutual consultation.
2. Contractor may increase or decrease the agreed price. Contractor shall (if possible) first make a quotation. Due to a change of the assignment, the specified period of implementation may also change. Client accepts the possibility of amending the order, price and execution time.
3. Contractor may reject a request of Client to amend the contract, if such may affect the work qualitatively or quantitatively.

Article 11 - Suspension, dissolution

1. Contractor may suspend the contract if due to circumstances (beyond his control or he was not aware) he is temporarily unable to fulfill his obligations.
2. If performance is permanently impossible, parties may terminate the contract for the part not yet fulfilled.
3. Contractor shall fulfill, suspend or terminate the contract if Client fails to fulfill its obligations in full or on time. In that case, customer must pay damages to or indemnify Contractor.

Article 12 - Early termination

1. If the Contractor prematurely terminates the contract, the Contractor will ensure transfer of additional work to third parties, unless the termination is attributable to Client. If the transfer of the work entails extra cost to Contractor, the cost will be borne by Client.
2. Contractor may terminate the contract immediately (and no damages or compensation will be required) in one of the following cases:
 1. The client exceeds a payment term;
 2. Client is bankrupt or is in suspension of payments;
 3. Client (company) is dissolved or liquidated;
 4. Client (natural person) is placed under guardianship or dies;
 5. There is another circumstance by which Client can no longer freely dispose of his assets.

Article 13 – Force Majeure

1. Contractor obligations do not need to comply if there is any force majeure.
2. The Contractor shall, during the period of the force majeure suspend the obligations under the contract. If this period lasts longer than two months, both parties may terminate the contract, without being required compensation.
3. If Contractor has partially fulfilled its obligations and if the fulfilled part has value on its own, Contractor may invoice the fulfilled part.

Article 14 - Retention of title

1. Everything supplied by Contractor shall remain the property of Contractor until Client has fully fulfilled all its obligations.
2. Client must do everything he can reasonably do to secure the properties of Contractor.
3. If Contractor wishes to exercise its property rights, Client gives unconditional and irrevocable consent to Contractor to enter all places where the properties are located, so that Contractor can take them back.

Article 15 – Guarantees

1. Contractor warrants that what he delivers shall comply with the usual requirements and standards that may be stipulated in this respect at the time of delivery.
2. This does not apply if a defect occurs to the goods delivered due to incorrectness of Client, or if the defect is being caused by circumstances beyond Contractor's control.

Article 16 – Complaints

1. Client must report any complaints in writing within one month of observation (or - in case of invisible defects - when he could have discovered the defects).
2. If Client timely submits a complaint, it does not suspend its payment obligation.
3. If Client reports a complaint later, he will no longer be entitled to repair, replacement or compensation.
4. If it is established that an item is weak and this has been timely reported, Contractor shall replace, repair or reimburse the defective item within a reasonable time after written notice of the defect by the Principal
5. If it is established that a complaint is unfounded, the cost of Contractor which thereby arise (such as research costs) are the sole responsibility of the Client.

Article 17 – Liability

1. Contractor shall only be liable for direct damages of Client, which result directly and exclusively from a shortcoming of the Contractor.
2. Contractor is not liable for damage caused resulting from incorrect or incomplete data provided by the Client.
3. Contractor's liability is always limited to the invoice value with a maximum of € 250.00.
4. Contractor's liability is in any case limited to the amount that its insurer pays out in that case.
5. The limitations of liability included in this article do not apply if the damage is caused by intent or gross negligence of Contractor.

Article 18 - Limitation period

The limitation period for all claims and defenses against Contractor is one year.

Article 19 – Indemnification

1. Client shall indemnify Contractor for any possible claims of third parties who suffer damage from execution of the contract and the cause of which is not attributable to Contractor.
2. If a third party appeal to Contractor, Client will assist him both in and out of court and do everything that can be expected of him in that case.
3. If Client himself does not take action, Contractor may implement those measures himself. All costs and damages thereby incurred for Contractor shall be entirely at the expense and risk of the Client.

Article 20 - Intellectual Property

1. Contractor reserves all rights to the plans, documents, images, drawings, software, creations and the related information. This also applies if costs for these have been charged or when later on improvements have been still been made.

2. Client may not copy the items listed in the previous paragraph (if this is for internal use by Client), show them to third parties or make them available for any other purpose other than for which it was provided by Contractor.

Article 21 – Secrecy

1. Unless there is a legal duty or professional duty of disclosure, Contractor shall not disclose any information of the Client to third parties.

2. Contractor shall not use the information given by Client for purposes other than for which it was obtained, unless Contractor is acting in a procedure in which these documents may be of interest.

3. Client will not disclose the content of agreements, engagement letters, proposals, reports, advice or other written or oral statements made by Contractor and ensure that others do not see the content thereof.

Article 22 – Nullity

If any part of these conditions is void or voidable, this does not alter the validity of the remainder of the Agreement. The invalid or unenforceable part shall be replaced by a provision that most closely follows the content of the invalid provision.

Article 23 - Conflicting clause

In the event that these general terms and the agreement contain conflicting conditions, the conditions contained in the agreement shall apply.

Article 24 - Applicable law

Dutch law.

Article 25 – Jurisdiction

Court of Amsterdam.