

GENERAL TERMS AND CONDITIONS

These are the general terms and conditions of Pipeline Factory. Below are Pipeline Factory's terms and conditions that apply to all of our services.

1. DEFINITIONS

a. Customer:

The natural or legal entity with whom the contract for the Provision of Services of Pipeline Factory is concluded.

b. Services of Pipeline Factory:

The services to be provided by Pipeline Factory; including, but not limited to, copywriting, telemarketing, social media activities and email marketing activities, provision of all other ancillary and support services.

c. Agreement:

Any mutual acceptance, digitally signed agreements or confirmed by email, of delivery of one or more services from Pipeline Factory.

2. APPLICABILITY

- 1) To the extent that it has not been deviated from in writing by mutual agreement between the parties, the articles below apply to any offer, order or contract from or with Pipeline Factory.
- 2) General terms and conditions of the customer or third parties are not binding and do not apply in case of delivery by Pipeline Factory.

3. OFFER AND ACCEPTANCE

- 1) All quotations and estimates made by Pipeline Factory are without obligation, unless otherwise stated in writing by Pipeline Factory.
- 2) An offer or quotation made by Pipeline Factory is valid for 4 weeks, unless otherwise stated.

4. COMMENCEMENT OF THE AGREEMENT

- 1) A contract is effective from the day the following conditions are met: the quotation or contract form, completed and signed by the customer, has been received and accepted by Pipeline Factory.
- 2) Additions and modifications to the contract can only and exclusively be made in writing or by email.

5. DURATION AND TERMINATION

- 1) Pipeline Factory may terminate the contract with immediate effect if the customer does not, does not properly or does not completely fulfill one or more of its obligations towards Pipeline Factory or acts in conflict with it.
- 2) Pipeline Factory is entitled to terminate the contract without notice or judicial immediate effect if the customer is declared bankrupt, has applied for or obtained a moratorium or has otherwise lost free control of its assets. The latter party shall then have no right to any compensation.
- 3) Notwithstanding the provisions of the preceding article, Pipeline Factory is entitled to terminate the agreement with immediate effect and without judicial intervention if:
 - a) Customer disseminates information that is in violation of (inter)national laws and regulations;
 - b) Client disseminates information that is contrary to generally accepted standards and values;
 - c) Client disseminates information that is discriminatory in terms of appearance, race, religion, gender, culture, descent or can otherwise be called offensive.
 - d) Client does not comply with the agreed payments mentioned in the written agreement.

6. TRANSFER

- 1) Force majeure with respect to the agreement shall mean all that is included in the law and jurisprudence in this regard.
- 2) Pipeline Factory is not bound by its obligations under the contract if performance has become impossible due to force majeure. The agreement will then be dissolved out of court.

7. PRICES

- 1) All prices quoted, as well as agreed prices are in euros and exclusive of VAT, unless otherwise stated.
- 2) Pipeline Factory is entitled to change the rates. These changes will be announced to the customer no later than two months before they take effect. The customer is entitled to terminate the contract by the date of entry into force of the change.

8. PAYMENT TERMS

- 1) Payment shall be for the service provided by Pipeline Factory, and shall commence on the day of the actual provision of Pipeline Factory services.
- 2) The fee payable in respect of the contract is exclusive of VAT and any other levies arising from statutory regulations.
- 3) The Customer shall be in default from the time when the fee due cannot be collected or has not been paid to Pipeline Factory due to the Customer's fault.

- 4) Fees due may be charged partly before delivery and partly after delivery (depending on agreement). In case of non-payment, Pipeline Factory reserves the right to suspend activities for the Customer.
- 5) If the customer believes that the charged costs are incorrect, the Customer may notify Pipeline Factory of the objection within two weeks of the date on the invoice. Upon receipt of the objection, Pipeline Factory will conduct an investigation into the accuracy of the invoice amount. The customer will be informed of this in more detail within two weeks.

9. LIABILITY

- 1) Pipeline Factory is dependent in its activities on the collaboration, services and supplies of third parties, over which Pipeline Factory has little or no control. Pipeline Factory can therefore in no way be held liable for any damage whatsoever arising from the relationship with Pipeline Factory or its termination regardless of whether the damage occurs or becomes apparent during the relationship with Pipeline Factory.
- 2) In case of attributable failure to perform the contract, Pipeline Factory shall only be liable for substitute damages, i.e. compensation for the value of the omitted performance. Any liability of Pipeline Factory for any other form of damage is excluded, including additional compensation in any form whatsoever, compensation for indirect or consequential damages or damages due to lost sales or profits.
- 3) The Customer shall indemnify Pipeline Factory against all claims for damages that third parties may make concerning damage caused in any way by the unlawful or careless use of the Pipeline Factory services provided to the Customer.
- 4) Given the large number of nodes on the Internet with human intervention, the use of local networks and wireless communication, one must take into account that the information obtained or sent via the Internet is freely accessible. Pipeline Factory cannot be held liable for damages of any kind caused by the transmission of confidential or secret information. Pipeline Factory is not liable for security or misuse by third parties of the data stored.
- 5) Pipeline Factory is not responsible or liable for the content of promotional materials provided by the Client.
- 6) Customer is liable for all damages Pipeline Factory may suffer as a result of an attributable failure of the Customer to perform its obligations under the contract and these terms and conditions.
- 7) Changes in the data of the customer must be immediately communicated in writing to Pipeline Factory. If the customer fails to do so, the customer shall be liable for any damage Pipeline Factory suffers as a result.

10. TRANSFER OF RIGHTS AND OBLIGATIONS

The parties are not entitled to transfer their rights or obligations arising from an agreement to third parties without the prior written consent of the other party.

11. DECOMMISSIONING

- 1) Pipeline Factory is entitled to (temporarily) suspend and/or limit the use of delivered services if the customer fails to fulfil an obligation to Pipeline Factory with regard to the contract or acts in conflict with these general terms and conditions. Pipeline Factory shall notify the customer beforehand, unless this cannot reasonably be required of Pipeline Factory. The obligation to pay the amounts due shall continue to exist even during the outage.
- 2) Commissioning shall be resumed if the customer has fulfilled its obligations within a period set by Pipeline Factory and has paid an amount determined in this respect for re-commissioning.

12. RECLAMATION

- 1) The customer must submit written complaints by email concerning observable defects within 8 days of delivery, failing which any claim against Pipeline Factory will lapse.
- 2) If the complaint is well-founded, the services provided will be adjusted, replaced or reimbursed after consultation.
- 3) Complaints do not suspend the customer's obligations to Pipeline Factory.

13. AMENDMENT OF THE TERMS AND CONDITIONS

- 1) Pipeline Factory reserves the right to modify or add to these terms and conditions.
- 2) Modifications shall also apply to contracts already concluded subject to a period of 30 days after written notification of the change.
- 3) If the customer does not wish to accept a change in these terms and conditions, he may, until the date on which the new terms and conditions take effect, terminate the contract by this date or on the date of receipt of the notice of termination if this is after the effective date of the change.

14. DISPUTE RESOLUTION AND APPLICABLE LAW

- 1) If by judicial decision one or more articles of these terms and conditions are declared invalid, the remaining provisions of these terms and conditions shall remain in full force and Pipeline Factory and the Customer shall consult in order to agree new provisions to replace the null and void or annulled provisions, as far as possible observing the purpose and intent of the null and void or annulled provisions.
- 2) The agreement is exclusively governed by Dutch law.
- 3) Disputes relating to the or any related agreement between Pipeline Factory and the customer will be submitted to the competent court in the district of Amsterdam, the Netherlands.