

GENERAL CONDITIONS

Pink Fluffy Unicorns B.V.

We want to use contracts and general conditions as little as possible. We would rather base our work on trust. We will do our work to the best of our abilities and what we agree, is agreed. Is there still something wrong? Just call us or send us an email, we probably will be able to work things out. Our general conditions below are written in plain English.

- 1 These conditions apply to all activities, services and products of Pink Fluffy Unicorns B.V. (also trading as Doofenshmirtz Evil Inc.). We can agree upon different conditions, but only in writing.
- 2 Our entire relation is governed by Dutch law. If we have a dispute and we are unable to resolve the matter ourselves, we will turn to the court of Rotterdam exclusively.
- 3 If you have given us a verbal assignment, then the details of our agreement follow from the way we carry out the assignment, or from our written confirmation of the assignment.
- 4 All the rights that we have, based on these term and conditions, also apply to our director(s), our employees and subcontractors and all other parties that work for or with us.
- 5 If intellectual property right is created during our activities for you (e.g. a certain invention or software), we will remain the owner of these rights, unless we explicitly agree otherwise in writing. You are entitled to use the intellectual property, but so are our other clients.
- 6 If we agree that we transfer the intellectual property right to you, we will still be allowed to use anything that has contributed to the development of that intellectual property right (e.g. ideas, designs, methods, electronics, algorithms and such) for other purposes, both for ourselves and our other clients.
- 7 We would like to receive the payment for our work within the term that is mentioned in the invoice. You cannot postpone payment or deduct or set off any amounts. If you do not pay the invoice in time, interest will be added (the statutory commercial interest). In addition, we will have to charge collection costs. These costs are 15% of the amount due with a minimum of € 250,=
- 8 If you do not pay an invoice in time, we are entitled to stop all our activities for you.
- 9 In our work for you, we will do our very best to achieve the results that you envision, but we cannot guarantee that these results will be achieved, even if we have discussed these results or if we have advised you on the matter.
- 10 If we have produced anything, we would like to be notified immediately if this product is not (completely) satisfactory. Complaints about the functionality or immediately visible damage have to be made within 48 hours after delivery in writing (preferably via email). We will not be liable once the products have been delivered to a third party, modified, processed or damaged.
- 11 In case of a justified complaint, we will repair the defect as soon as possible. A compensation claim is not yet relevant. If it is not possible to repair the damage or to deliver a replacing product or service, we will pay you back the amount that relates to the part of the product or the service that was not in order. Our liability is always limited to redelivering or refunding the invoiced amount, except in case of intent or gross negligence. In any case, even when the amount invoiced is higher, our obligation to compensate is limited to a maximum of € 10.000,-.