

GENERAL TERMS AND CONDITIONS ARGESTUS B.V.

The General Terms and Conditions regulate the relationships between Argestus and its customers so that they do not have to be recorded separately in contracts each time. Because Argestus is constantly trying to improve the service to its customers, it is possible that the General Terms and Conditions will be adjusted accordingly. This is a copy of the English version of the online Terms and Conditions at the time of download. Because of possible differences, the online version is leading. In case of possible interpretation differences between the Dutch and the English version, the Dutch version is leading.

1 - Definitions

1. Argestus B.V., based in Vaassen (The Netherlands), Chamber of Commerce number 68001967, is referred to in these general terms and conditions as Argestus.
2. The other party to Argestus is referred to as a customer in these general terms and conditions.
3. Parties are Argestus and customer together.
4. The agreement refers to the service agreement between the parties.
5. The Software means the MS Excel Add-In Argestus.

2 - Applicability of general terms and conditions

1. These terms and conditions apply to all quotations, offers, work, agreements and deliveries of services or goods by or on behalf of Argestus, including offered trial periods.
2. Deviation from these conditions is only possible if the parties have explicitly agreed upon in writing.
3. The agreement always contains effort commitments for Argestus, not result obligations.

3 - Services

1. Argestus provides, among other, the following services:
 - a. Access to the use of the Software
 - b. Consultancy regarding applying the Software
 - c. Education/Training related to the Software
2. With regard to 1.a above, Argestus uses a licensing model whereby the customer can purchase licenses in advance, which can be assigned to specific users by means of activation for a specific period.
3. Regarding 1.b and 1.c above, Argestus may make use of the services of third parties.

4 - Licenses

1. A license represents the right to use the Software for 12 calendar months. It is possible to activate part of a license, but always with a validity until the end of a calendar month.
2. Licenses that are purchased will not be taken back.
3. Licenses purchased but not yet activated do not lose their validity.
4. Purchased licenses can only be activated after payment has been processed.
5. Activated licenses cannot be deactivated.
6. The effective date of an activated license always follows a current license for the same user, or immediately for users without an active license. The period from activation to the end of the first calendar month is counted as one calendar month.

5 - Payment

1. Invoices must be paid within 14 days after the invoice date, unless the parties have made different arrangements in writing or a different payment term is stated on the invoice.
2. Payments are made without any recourse to suspension or settlement by transferring the amount owed to the bank account specified by Argestus, or any other payment method offered by Argestus and selected by the customer.
3. If the customer does not pay within the agreed period, he will be in default by operation of law, without any notice being required. From that moment on Argestus is entitled to suspend its obligations until the customer has fulfilled his payment obligations.
4. If the customer fails to do so, Argestus will proceed to collect. The costs related to this collection are for the account of the customer. If the customer is in default, he will owe Argestus in addition to the principal sum also legal (commercial) interest, extrajudicial collection costs and other damage. The collection costs are calculated based on the Reimbursement for Extrajudicial Collection Costs Decree (Dutch: Besluit vergoeding voor buitengerechtelijke incassokosten).
5. In the event of liquidation, bankruptcy, seizure or suspension of payment of the customer, Argestus' claims against the customer are immediately claimable.

6 - Offers and quotes

1. Argestus' offers are valid for a maximum of 1 month, unless a different acceptance period is specified in the offer. If the offer is not accepted within that stated period, the offer will expire.
2. Delivery times in offers are indicative and do not give the customer the right to dissolution or compensation if they are exceeded, unless the parties have explicitly agreed otherwise in writing.
3. Offers and quotations do not automatically apply to repeating orders. Parties must agree explicitly and in writing.

7 - Prices

1. The prices stated on offers, quotations and invoices from Argestus are exclusive of VAT and any other government levies, unless explicitly stated otherwise.
2. The prices at the time of purchase apply to the purchase of licenses. Any adjustments to the prices that Argestus uses for licenses do not have any effect on licenses that have already been purchased.
3. For long-term agreements, whether it is Consultancy, Education or Training or a customer-specific agreement regarding the purchase of licenses, the agreement may contain a method of price indexation that gives Argestus the right to adjust prices during the agreement.
4. If no fixed price has been agreed, the rate regarding Consultancy can be determined based on the hours actually spent. The rate is calculated according to the usual hourly rates of Argestus.

8 - Defining the operation of the Software

1. The Software is intended to automate very different processes within very different environments.
2. The Software may be expected to function in accordance with the specifications provided by Argestus. This is how the Software works.
3. The use of the Software for each process depends on the specific settings based upon which the Software performs the defined tasks, and where appropriate also on specific settings in the environment in which the Software functions at the customer. This is the application of the Software.

9 - Liability

1. Argestus excludes its liability for any form of consequential damage.
2. Argestus is not liable for the application of the Software (as described in 8 - 3).
3. If Argestus implements applications of the Software at the client based on Consultancy, the client will test these applications against expected operation before the application is accepted.
4. Argestus ensures adequate (professional) liability insurance for everyone who carries out Consultancy for the client on behalf of Argestus.
5. Argestus' liability is limited, except for damage caused intentionally or by recklessness, to the amount of services purchased over the period of 12 months up to and including the occurrence of the damage.

10 - Intellectual property

1. Unless the parties have agreed otherwise in writing, Argestus retains all intellectual rights regarding the Software.
2. The application of the Software (see 8 - 3), that is, the Models made for the operation of Argestus at the customer, are and remain the property of the customer.
3. If, during the performance of Consultancy, Argestus makes use of matters or methods of which the customer has explicitly the intellectual rights, Argestus will not use these without written permission for the application of the Software to other customers.
4. The use or provision of unlawfully obtained license codes and access to the source code of the Software are infringements of Argestus' intellectual property.

11 - Confidentiality

1. The parties are mutually obliged to maintain the confidentiality of all information obtained (in whatever form) from the other party in the context of the agreement and of which they know or can reasonably suspect that it is secret or confidential.
2. This obligation applies in full to employees or third parties engaged in the context of the agreement.
3. This obligation does not apply if a legal obligation requires disclosure.

12 - Applicable law and competent court

1. Dutch law applies exclusively to every agreement between the parties.
2. The CISG is expressly excluded.
3. The Dutch court in the district where Argestus B.V. is based is exclusively authorized to take cognizance of any disputes between parties, unless the law requires otherwise.