

General terms and conditions Write outside the box

Article 1 Definitions

In these general terms and conditions the terms below have the following meaning:

1. Write outside the box: the Contractor, established at Marezatenstraat 12, 7312 TK in Apeldoorn and registered with the Chamber of Commerce under number: 60756217.
2. Client: the natural or legal person who uses the services of Write outside the box, with whom Write outside the box has concluded an agreement and/or to whom Write outside the box has sent an offer.
3. Agreement: the agreement between a client and Write outside the box.
4. Services: all services offered by Write outside the box, such as writing and rewriting/editing (commercial) texts and content, social media, editorial/final editing and text advice.
5. Work: all work that has been commissioned, or that is performed by the Write outside the box on any other account, directly related to the agreement.
6. Suppliers: third parties whose services/products are involved by Write outside the box in the performance of the agreement.
7. General terms and conditions: the general terms and conditions below.

Article 2 Applicability of general terms and conditions

1. These general terms and conditions apply to all agreements, quotations, offers, order confirmations, work and/or services.
2. Write outside the box explicitly rejects any general terms and conditions or other terms and conditions of the client.
3. These general terms and conditions also apply to agreements for the execution of which Write outside the box must involve third parties, including suppliers.
4. Acceptance and retention by the client, without comment, of an offer, order confirmation or an agreement to which reference is made in these general terms and conditions shall be deemed to constitute consent to the application of these general terms and conditions.

5. If one or more provisions of these general terms and conditions are wholly or partially null and void or annulled, the agreement and these general terms and conditions shall otherwise remain in force. The provision in question will then be replaced by a provision that approximates the purport of the original provision as closely as possible.
6. Situations that are not regulated in these general terms and conditions should be assessed 'in the spirit' of these general terms and conditions.
7. Uncertainties about the interpretation or content of one or more provisions of these general terms and conditions should be interpreted 'in the spirit' of these general terms and conditions.
8. If Write outside the box does not always require strict compliance with these general terms and conditions, this does not mean that the general terms and conditions do not apply, or that Write outside the box loses the right to demand strict compliance with these general terms and conditions after all or in other cases.
9. Write outside the box has the right to amend or supplement these general terms and conditions. Changes of minor importance may be made at any time. Major substantive changes will be discussed with the client (in advance).
10. Changes that are necessary in connection with (legal) rules, policy, regulations, technology, etc. can be implemented by Write outside the box at any time. Such changes are necessary in order to be able to provide the services optimally.

Article 3 Offers

1. All offers are without obligation, unless Write outside the box indicates otherwise in its quotation.
2. An offer is valid up to 14 days after date, unless Write outside the box indicates otherwise in its offer.
3. If the offer does not specify a period for acceptance, the client cannot derive any rights from the offer.
4. If the acceptance of the offer deviates, Write outside the box is not bound by it. The contract is then not concluded in accordance with this deviating acceptance.
5. All offers are based on the information provided by the client. The client ensures that he provides all relevant information to the best of his knowledge. If it appears that the information provided by or on behalf of the client is incorrect or incomplete, Write outside the box has the right to amend the offer or the agreement.

6. Write outside the box cannot be held to its offers if the client can reasonably understand that the offer, or a part thereof, contains a mistake or an error in writing.
7. The (delivery) dates mentioned in an offer are indicative. If they are exceeded, the client shall not be entitled to dissolve the agreement or compensation, unless the parties have expressly agreed otherwise in writing.
8. Offers made do not automatically apply to future agreements.
9. When an offer from Write outside the box is accompanied by, for example, a sample text, a sample article, sample concept or sample content, these examples remain the property of Write outside the box. If the client wants to use an example, Write outside the box can charge a fee for this.

Article 4 Establishment of the agreement

1. An agreement between Write outside the box and the client is established when the client signs the offer, order confirmation or agreement and Write outside the box accepts the signed offer, order confirmation or agreement.
2. An agreement can also be concluded by means of a written order confirmation from the client to Write outside the box, whether or not by electronic means.
3. An agreement also exists if Write outside the box starts to carry out its work and/or services at the client's request.
4. The content and scope of the agreement are exclusively determined by the written and signed offer, order confirmation and/or agreement.
5. Only written agreements or promises apply. The parties cannot derive any rights from verbal or telephone agreements and promises.
6. If an agreement has been entered into by telephone, it will only be concluded after it has been confirmed in writing by Write outside the box.
7. Write outside the box is entitled, without giving reasons, to refuse a request for an agreement.
8. All data, information, reports, briefing, advice, materials and documents form part of the agreement, unless the parties have agreed otherwise.

Article 5 Implementation of the Agreement and activities

1. All agreements, services and activities are carried out by Write outside the box to the best of its own insight and ability. Write outside the box cannot guarantee that Write outside the box continuously achieves the agreed desired result. With regard

to the work, services and agreements, there is an obligation to perform to the best of one's abilities and no obligation to achieve a result. The best efforts obligation means that Write outside the box cannot guarantee that the desired results will (actually) be achieved.

2. If required for the proper execution of the contract, Write outside the box has the right to have all or part of its work carried out by third parties, including suppliers.
3. Write outside the box has the right to execute an agreement in different phases and to invoice the already executed part separately. If the agreement is executed in stages, Write outside the box may suspend the execution of the parts belonging to a subsequent stage until the client has approved the results of the previous stage in writing and the client has paid the invoice for the stage in question.
4. Any delivery dates in an order confirmation, quotation and/or agreement are never deadlines. If Write outside the box exceeds a delivery term, the client must give Write outside the box written notice of default, giving Write outside the box at least 4 weeks to still perform the agreement. If a supplier gives a delivery period, Write outside the box cannot give any guarantees in this respect. These terms are given by the supplier. Write outside the box has no influence on this.
5. As long as the client has not paid the agreed down payment, Write outside the box shall suspend its activities or the performance of the agreement until it has received the down payment.

Article 6 Information and cooperation of the client

1. The client must provide Write outside the box with all data, materials, login details and information that Write outside the box indicates are necessary or that the client should reasonably understand are necessary for the proper performance of the agreement or work, in a timely and correct manner.
2. If the client fails to provide Write outside the box with the required or requested data, materials, login details or information, or fails to do so on time or correctly, Write outside the box has the right to suspend the performance of the agreement and/or its activities and to charge the costs resulting from the delay to the client in accordance with its usual rates.
3. The client guarantees the correctness, completeness and reliability of the data, materials, login details or information provided to Write outside the box by or on behalf of the client.

4. Client shall ensure that provided data, materials, login details or information are free of copyright or other proprietary rights. Write outside the box is never liable for materials that are not free of copyright.
5. Client is responsible for the timely provision of employees from his company or third parties who should be involved in the execution of the agreement on behalf of Client.
6. If this is necessary for the performance of the agreement and/or the work, the Client shall provide Write outside the box or third parties or suppliers engaged by Write outside the box with a workspace and the required and required facilities free of charge at its location. This also applies to any other location designated by the client where the agreement and/or the work is to be performed.
7. Providing login details to Write outside the box does not result in the client no longer being liable or responsible for his account or website. The responsibility and liability remains with the client at all times, even if Write outside the box has the login details and/or has access to the website or social media channels for which the login details have been provided to Write outside the box.

Article 7 Agreements and cancellation

1. Client must be present on time at all appointments and will fully commit and cooperate during the appointment.
2. If, for any reason whatsoever, the client is unable to attend an appointment as described in paragraph 1 of this article, the client must notify Write outside the box of this early, but in any event no later than 24 hours in advance.
3. Cancellation of appointments can be done by phone or e-mail.
4. If the appointment has not been cancelled within the period specified in paragraph 2, Write outside the box may charge the person who did not appear without timely cancellation for the reserved time and possibly the costs for the reserved (external) location.
5. This article also applies if the client - without cancelling - does not show up for an appointment.
6. If Write outside the box cancels an appointment, as described in paragraph 1 of this article, due to illness or another force majeure situation, a new appointment will be made. Write outside the box can never be held liable in the event of cancellation.
7. This article also applies to agreements with third parties or suppliers, unless the third party or supplier in question applies different (cancellation) conditions.

8. The provisions of this article shall not apply in the event of force majeure.

Article 8 Delivery, acceptance and review

1. After delivery of the work, the client has the right to request a simple review of the work once, without the client being required to pay an additional fee. Only Write outside the box determines whether a revision can be considered a simple revision and is carried out free of charge.
2. If the desired revision cannot be regarded as a simple revision, Write outside the box will inform the client accordingly, stating the additional fee that the client owes for the revision of the work. After written acceptance by the client of the additional fee, the work will be revised.
3. If, within 14 days after delivery of the work to the client, no feedback, revisions or any other form of counter-notice has been given to Write outside the box, this constitutes delivery and acceptance and Write outside the box will proceed with invoicing. If the client does not make use of a one-off revision of the work within the set period of time, this right shall lapse.
4. The period referred to in paragraph 3 does not apply in the case of current contributions where the fatal delivery date or publication date is earlier than 14 days after delivery. In the case of such contributions, the deadline for acceptance shall be the (agreed) closing date. Feedback, revisions or any other form of counter notification must be made before the indicated or agreed deadline.
5. If the delivered goods contain inaccuracies that can be traced back to incorrect or incomplete information on the part of the client, the client cannot refuse the delivered goods on those grounds.
6. If the client does not respond within the set period, the client hereby accepts the liability that the delivered goods may contain any inaccuracies or inaccuracies.
7. Upon delivery of the work (texts and/or content), Write outside the box transfers the one-off right of publication exclusively for the agreed use. Any other use must be the subject of an additional agreement.
8. The client is obliged to check the texts and services provided by Write outside the box for inaccuracies and carelessness and accepts the liability arising therefrom. He indemnifies Write outside the box against any liability.

Article 9 Amendments to the agreement

1. If, during the execution of the agreement or the work, it appears that it is necessary to amend or supplement the agreement or the work, the parties will, in mutual consultation, proceed to amend or supplement the agreement.
2. When an agreement is amended or supplemented, there is an additional assignment. This additional assignment will be offered separately upon request.
3. If the nature, scope or content of the agreement is changed and/or changed in terms of quantity, this may have consequences for what was originally agreed. As a result, the originally agreed amount may also be increased or decreased. Write outside the box will, as far as possible, give a quotation of this in advance. Furthermore, if the agreement is amended, the originally stated term of performance may be changed.
4. An amendment or addition to the agreement is only possible after the express and written consent of Write outside the box.
5. Without being in default, Write outside the box may refuse a request to amend or supplement the agreement. Write outside the box will then be entitled to payment for the work carried out on the original contract.
6. If it is necessary to change the agreement or the activities in the interim through the actions of the client, Write outside the box is entitled to change or supplement the agreement.
7. If, after the conclusion of the contract, Write outside the box is unable to fulfil the contract as a result of a circumstance that was not known at the time the contract was concluded, Write outside the box is entitled to demand that the content of the contract be amended in such a way that performance of the contract remains possible.
8. If the amendment or supplement to the agreement is the result of a circumstance attributable to Write outside the box, Write outside the box will not charge any additional costs.

Article 10 Termination, termination and dissolution of the agreement

1. Write outside the box is authorised to suspend the fulfilment of its obligations, to terminate or to dissolve the agreement if:
 - a. Client does not or not fully comply with his obligations under the agreement and/or these general terms and conditions;

- b. After the conclusion of the agreement, Write outside the box has become aware of circumstances that give it reason to fear that the client will not be able to fulfil his obligations or will not be able to fulfil them properly;
 - c. Client has not paid the agreed down payment, or has not paid it on time or in full;
 - d. One of the parties dies;
 - e. One of the parties discontinues its business.
2. If Write outside the box proceeds to dissolve the contract for the reasons referred to in paragraph 1, all its claims shall be immediately due and payable and Write outside the box shall be entitled to charge the fee for the work performed up to that point directly to the client.
3. If Write outside the box suspends fulfilment of its obligations, it retains its rights under the law, the agreement and/or these general terms and conditions.
4. In the event of liquidation, suspension of payments or bankruptcy of the client, debt rescheduling or any other circumstance as a result of which the client no longer freely disposes of his assets, Write outside the box has the right to cancel the agreement, without being liable for damages.
5. As soon as the agreement is concluded, it can no longer be cancelled free of charge. If the client cancels a contract, Write outside the box shall, at its discretion, reimburse the client:
 - Either all costs already incurred for the execution of the agreement;
 - Either the agreed compensation, without prejudice to the right to compensation of the other damage, costs and interest to be suffered by Write outside the box.

Article 11 Payment and collection costs

1. Invoices must be paid by bank or giro transfer to a bank account designated by Write outside the box.
2. Invoices sent must be paid by the client within 14 days of the invoice date.
3. Write outside the box sends its invoices digitally. At the request of the client, the invoice is sent by post.
4. Any objections to the amount of an invoice shall not suspend the client's payment obligations.
5. If the Client fails to pay on time, the Client shall be in default by operation of law and Write outside the box shall be entitled, after having reminded the Client at least once, to charge statutory (commercial) interest on the invoiced amount from the

due date until the date of full payment, without further notice of default being required.

6. All reasonable costs incurred as a result of extrajudicial collection of the claim shall be borne by the client. In any case, the client shall owe collection costs.
7. The collection costs amount to 15% of the invoice amount.
8. The client shall also owe the statutory (commercial) interest on the collection costs owed. The statutory interest for late payment by a client acting in the course of business or profession is 1% per month.
9. If Write outside the box has incurred higher costs, which were reasonably necessary, these will also be at the expense of the client, as well as any judicial and enforcement costs incurred.
10. Payments made by the client always serve primarily to settle all interest and costs owed. And secondly, the longest outstanding due and payable invoices at Write outside the box.
11. In the event of liquidation, bankruptcy, seizure and/or suspension of payment of the Client, all claims of Write outside the box against the Client are immediately due and payable.
12. In the event of a jointly given order, the clients are jointly and severally liable for the payment of the invoice amount.
13. In the event of late payment, Write outside the box shall cease its activities. The work will be resumed as soon as the client has paid the full outstanding amounts including the statutory (commercial) interest.

Article 12 Complaints

1. The client must notify Write outside the box in writing, stating the reasons, of any complaint regarding the performance of the agreement, services, work or the invoice within 14 days of discovery or the invoice date.
2. If the period referred to in paragraph 1 has expired, the work or the invoice shall be deemed to have been approved and all rights in this respect shall lapse.
3. Write outside the box aims to settle a complaint within 4 weeks of the date of the complaint. If it needs a longer period of time, it will inform the client of this by e-mail.
4. A complaint does not suspend the payment obligations or the other obligations arising from the agreement and/or these General Terms and Conditions of the

Client, unless Write outside the box has made it known in writing that the complaint is well-founded.

5. If the complaint is justified, Write outside the box has the option between adjusting the invoice, improving or re-performing the work or services free of charge, or re-performing the agreement or work/services in whole or in part.
6. In the event of complaints about third parties or suppliers, the client must contact the third party or supplier in question.

Article 13 Copyright and right of use

1. In the case of copyrighted works, Write outside the box grants on delivery an exclusive licence for the one-time publication right and only for the agreed use. The license applies exclusively to the use of the work in question by the client or his legal successors. Use by third parties is not permitted other than after written permission. Any other use must be the subject of an additional agreement.
2. Re-use, both collective and specific, does not fall under the right of use obtained by the client and must be explicitly agreed.
3. Any use of the work that has not been agreed and is not covered by the described right of use is an infringement of the copyright of Write outside the box for which the client is liable to pay damages.
4. In the case of copyright-protected works, an indication of the name is mandatory, unless this is predominantly kept against it in the performance. These objections must be brought to the attention of Write outside the box when the assignment is granted and must be accepted by Write outside the box. The fact that naming is unusual in a certain circumstance does not constitute a predominant objection. Write outside the box may demand that its name is not mentioned or that a pseudonym is used.
5. The Client is obliged to clearly state the name and/or logo of Write outside the box when publishing or reproducing the work. The client is not permitted to remove the name and/or logo of Write outside the box without the express written consent of Write outside the box.
6. If the client wishes to remove the name and/or logo of Write outside the box from the delivered work, this is only possible after an additional fee and written and explicit permission from Write outside the box.
7. In the event of copyright infringement, the client is liable to pay damages. Infringement of the copyright of Write outside the box is considered:

- publication of work for a use other than that agreed;
 - re-use of work without permission;
 - adaptation of work, unless the parties have agreed that this is permitted;
 - publication without name, unless otherwise agreed.
8. The costs incurred by Write outside the box for legal assistance to recover the damage are not covered by the aforementioned amount and must be paid in full by the client.
 9. The client is not permitted to make any changes to the work delivered, unless parties have agreed otherwise and in writing. If the client wishes to make changes to the delivered work, he requires the explicit permission of Write outside the box before making such changes.
 10. The ownership of ideas, concepts, advice or designs provided by Write outside the box remains entirely with Write outside the box, unless expressly agreed otherwise in writing.
 11. Write outside the box reserves the right to use the knowledge gained through the performance of its work for other (commercial) purposes, provided that no confidential information is disclosed.
 12. With regard to the copyrights of third parties or suppliers, other agreements concerning copyright and/or right of use may apply. The copyright with respect to works made by a third party or supplier belongs to the third party or supplier in question and not to Write outside the box.

Article 14 Retention of title

1. The goods delivered within the framework of the agreement remain the property of Write outside the box until the client has properly fulfilled all obligations arising from the agreement concluded with Write outside the box and/or these general terms and conditions.
2. The goods delivered by Write outside the box, which are subject to retention of title pursuant to paragraph 1, may not be resold. The client is not authorised to pledge or encumber in any other way what is subject to the retention of title.
3. The Client must at all times do everything that can reasonably be expected of him to safeguard the property rights of Write outside the box. If third parties seize the goods delivered under retention of title or wish to establish or assert rights to them, the Client is obliged to inform Write outside the box of this immediately.

4. In the event that Write outside the box wishes to exercise its property rights, the client grants Write outside the box unconditional and irrevocable permission in advance to enter all those places where Write outside the box's properties are located and to take them back.

Article 15 Confidentiality

1. Both the client and Write outside the box, as well as persons who are employed by them and/or perform work for them, undertake to keep confidential all confidential information that they have obtained from each other or from another source.
2. Confidentiality does not include information that is already in the public domain or information that is the subject of legal proceedings.
3. Write outside the box is not liable and responsible if confidential information, which they have obtained from each other or from another source, comes under the control of third parties, for example - but not limited to - through the loss of e-mail or (electronic) documents, unless there is intent on the part of Write outside the box. In that case, Write outside the box does not owe any compensation.
4. The Client is not entitled to distribute, make available or otherwise make public any (written) materials or information provided by Write outside the box outside the circle of his company.
5. Write outside the box may use any knowledge and experience gained for other purposes, provided that no confidential information about the client is brought to the attention of third parties.
6. Write outside the box can possibly use the client's name as a reference and publish it as such, for example on social media or its website.

Article 16 Liability of Write outside the box

1. Any liability of Write outside the box is limited to the provisions of these general terms and conditions.
2. Write outside the box is not liable for damage of any nature whatsoever caused by Write outside the box based on incorrect and/or incomplete data provided by or on behalf of the client and/or indirect client.
3. Write outside the box is not liable for errors resulting from work carried out by third parties or suppliers.

4. Write outside the box is only liable for direct damage. Direct damage is understood to mean:
 - Reasonable costs incurred to have the faulty performance of Write outside the box comply with the agreement, insofar as this can be attributed to Write outside the box.
 - Reasonable costs to determine the cause and extent of the (direct) damage.
 - Reasonable costs to prevent or limit the damage, insofar as the client demonstrates that these costs have led to limitation of the direct damage.
5. Write outside the box is not liable for indirect damage. This is understood to mean:
 - Loss of profit;
 - Missed savings;
 - Consequential damage;
 - Reputational damage;
 - Disappointed expectations;
 - Company or other type of stagnation.
6. In so far as Write outside the box is liable on account of the non-performance, late performance or improper performance of the agreement, its liability is limited to a maximum of once the invoice amount, with a maximum of € 2500. If Write outside the box has an insurance policy for this, its liability is in any event limited to the amount paid out by the insurer in the occurring case.
7. For agreements with a term longer than 2 months, the liability of Write outside the box is limited to the invoice amount of the past 2 months, with a maximum of € 2500.
8. Any liability of Write outside the box expires after 1 year after completion of the work or services or after the occurrence of the damage. Failing this, any right to compensation lapses.
9. Write outside the box is not liable in the event of force majeure.
10. The restrictions included in this article do not apply if the damage is due to intent or gross negligence on the part of Write outside the box.

Article 17 Safeguarding

1. The client indemnifies Write outside the box against any claims from third parties who suffer damage in connection with the performance of the agreement.
2. If Write outside the box should be held liable by third parties for that reason, the client is obliged to assist Write outside the box both out of court and in court and to

immediately do everything that may be expected of him in that case. Should the client fail to take adequate measures, Write outside the box is entitled to do so itself, without notice of default being required. All costs and damage incurred by Write outside the box and third parties as a result of this shall be entirely at the expense and risk of the client.

Article 18 Force majeure

1. Parties are not obliged to fulfil any obligation if this is the result of a circumstance that is not due to fault and is not for its account under the law, legal act or generally accepted practice.
2. In these general terms and conditions, force majeure shall, in addition to what is understood in this respect by law and case law, mean all external causes, foreseen or unforeseen, over which the parties have no influence, but which prevent them from fulfilling their obligations. Strikes in the company of Write outside the box, including its suppliers and other third parties.
3. Write outside the box is entitled to invoke force majeure if the circumstances preventing (further) performance of the agreement arise after Write outside the box should have performed its obligation.
4. Write outside the box has the right, during the period of force majeure, to suspend the obligations arising from the agreement. If this period lasts longer than 2 months, both the client and Write outside the box are entitled to dissolve the contract, without any obligation to compensate the other party for the damage suffered. If the aforementioned situation occurs when the contract has been partially executed, Write outside the box has the right to invoice the already fulfilled part separately. The client is then obliged to pay this invoice as if it were a separate agreement.
5. Write outside the box is not responsible for force majeure situations such as postal or telephone strikes or power cuts.

Article 19 Competent court and applicable law

1. All agreements, services, quotations, disputes and invoices are exclusively governed by Dutch law, even if a client is established or resident abroad.
2. The applicability of the Vienna Sales Convention is excluded.
3. All disputes between Write outside the box and the client will be mutually settled before it is submitted to the competent court.

4. Disputes between Write outside the box and a client about which no solution can be reached in mutual consultation, will be submitted to the competent court in the place of business of Write outside the box.
5. The parties have the right to submit the dispute to an independent arbitration institute or mediator.