

## Terms and Conditions – Amanda Maxime

These are the terms and conditions of Amanda Maxime ( **Amanda Maxime** ). Amanda Maxime is located at Van Hoornbeekstraat 10 2582 RD The Hague, registered with the Chamber of Commerce ( *Kamer van Koophandel* ) under number: 83175067.

If you have any questions, you can contact us .

Amanda Maxime reserves the right to change these terms and conditions. You agree that the most recent version of these terms and conditions apply. Parties may deviate from these Terms and Conditions in writing.

### Article 1 - Services

We offer the following services: life coaching and breathing exercises (both online and offline); online courses.

### Article 2 - Applicability of these General Terms and Conditions

These terms and conditions apply to every offer, proposal and assignment between Amanda Maxime and you ( **Client** ). On request, Amanda Maxime shall send these terms and conditions to you, free of charge. They are also available on [www.amandamaximecoaching.com](http://www.amandamaximecoaching.com).

### Article 3 - Establishment of the Assignment

The assignment shall be deemed established when Client consents to the service.

### Article 4 - Proposals and Offers

1. All offers and proposals from Amanda Maxime are non-binding, unless agreed otherwise in writing. An offer or proposal only applies to the assignment specified therein (and not to possible future assignments).
2. If the Client provides Amanda Maxime with certain information, Amanda Maxime may assume that the provided information is correct and will base the proposal on that information.

## Article 5 - Pricing

1. Amanda Maxime can raise the price in the interim in the case of unforeseen and cost price increasing circumstances, if these circumstances occur after the establishment of the assignment.
2. In case Amanda Maxime has raised prices due to the circumstances referred to in the previous section, the Client has the right to annul the assignment. The Client will be charged for costs incurred for working hours or the execution of parts of the assignment. The Client in such case has no right to compensation or damages.
3. An offered price does not include expenses for Amanda Maxime .

## Article 6 - Payment and Collection Charges

1. Client must pay within thirty days after the invoice date. Amanda Maxime reserves the right to invoice a down payment of 50% of the total order to the Client before Amanda Maxime will carry out the order. Orders via the webshop will be 100% in advance or in installments.
2. Amanda Maxime gives the Client the option to pay the invoice in terms agreed in advance. These terms are communicated to the Client in the quotation.
3. If the payment by Client is due, he will automatically be in default ( *verzuim* ), without a notice of default ( *ingebrekestelling* ) being required. In case of default, Client owes Amanda Maxime the statutory interest (in case he is a consumer) or alternatively the statutory commercial interest. The interest on the payable amount is calculated from the moment that the payment is due, until the moment that the payable amount has been paid by Client in full.
4. If Client does not pay in time, he shall immediately be in default. He will then be due to Amanda Maxime 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:
  - a. 15% on the first € 2,500;
  - b. 10% on the part that remains thereafter, up to € 5,000;
  - c. 5% on the part that remains thereafter, up to € 10,000;
  - d. 1% on the part that remains thereafter, to € 200,000;
  - e. 0.5% on the remaining part, whereby the total collection fees are maximised to € 6,775.
4. Any outstanding amounts by the Client are immediately payable in the following cases:
  - a. Client fails to pay within the payment term;
  - b. Client is bankrupt or applied for a suspension of payment or any other insolvency procedure;

- c. Client (company) is dissolved or liquidated;
- d. Client (private individual) is placed under guardianship or deceased.

## **Article 7 - Duration**

1. Client and Amanda Maxime enter into the contract for an indefinite period of time, unless a specific term has been stated in the quotation or order.
2. If no specific term is defined, the agreement is terminated when the services have been fulfilled.

## **Article 8 - Execution Time**

1. If Client owes Amanda Maxime a prepayment or if Amanda Maxime needs Client to provide certain information or materials, the term within which Amanda Maxime shall execute the activities (the execution time), shall not begin to run until the prepayment, information or material is received by Amanda Maxime.
2. If parties, before execution, have agreed on a term for the fulfillment of the services, the final date shall never be regarded as a deadline. When the term is due, Client shall send a notice of default to Amanda Maxime.
3. Client cannot terminate the agreement if Amanda Maxime exceeds a term. This does not apply when execution of the activities is permanently impossible or if Amanda Maxime does not execute the activities within a new term for execution. Such new term should be given in writing.

## **Article 9 - Third Parties**

Amanda Maxime may involve third parties to (partially) perform the activities. The following articles of the Dutch Civil Act ( *Burgerlijk Wetboek* ) do not apply:

- 7:404 (execution by a certain person);
- 7:407 sub 2 (joint and several liability);
- 7:409 (death of a certain person).

## **Article 10 - Execution of the Assignment**

1. Amanda Maxime shall execute the assignment at the best of her knowledge and abilities and according to the requirements of professional practice.
2. Amanda Maxime may execute the assignments in different phases and send separate invoices on the different phases.
3. If Amanda Maxime performs the assignment in different phases, Amanda Maxime may suspend any activities on the next phase until Client approved the execution of the last phase in writing.

4. Client shall timely provide Amanda Maxime with all information or material, required for the execution of the assignment.
5. If Client does not provide the material or information in time, Amanda Maxime may suspend the execution of the assignment and charge the additional costs, resulting from the delay. Amanda Maxime is not liable for any damages, resulting from incorrect or incomplete information, provided by Client.

### **Article 11 - Changes of the Assignment**

1. If it proves to be necessary to change the assignment during the activities in order to guarantee a decent execution of the assignment, parties shall negotiate the required changes and agree on them in writing.
2. If parties agree on altering the assignment, Amanda Maxime may raise or lower the price. If possible, Amanda Maxime shall provide a quotation to Client in advance. The execution time may change with a change of the assignment. Client agrees on the possibility to change the assignment, the pricing and the execution time.
3. Amanda Maxime may refuse a request, made by Client, to change the assignment if such changes could affect the quality or quantity of the activities.

### **Article 12 - Suspension, Dissolution**

1. Amanda Maxime may temporarily suspend the execution of the activities if she cannot comply because of *force majeure*.
2. If the execution of the assignment is permanently impossible parties may cancel the assignment for the part that has not been fulfilled.
3. Amanda Maxime may suspend or cancel the assignment if Client fails to meet its obligations, partially, completely or in time. In such cases, Client shall compensate Amanda Maxime for damages.

### **Article 13 - Termination in the Interim**

1. If Amanda Maxime cancels the assignment in the interim, Amanda Maxime shall ensure a handover of the work yet to be performed to a third party, unless the termination is imputable to Client. If the handover of the activities leads to additional costs for Amanda Maxime, these costs shall be borne by Client.
2. Amanda Maxime may immediately cancel the assignment (and is not liable for any damages doing so) in one of the following events:
  - a. Client fails to pay within the payment term;
  - b. Client is declared bankrupt or applied for suspension of payments, or applied or becomes subject to any other insolvency procedure;
  - c. Client (the company) is dissolved or liquidated;

- d. The occurrence of circumstances in which Client can no longer freely dispose of his capital.

#### **Article 14 - Force Majeure**

1. Amanda Maxime is not obliged to comply in the event of *force majeure*.
2. Amanda Maxime may suspend the obligations, coming from the assignment, for as long as the force majeure continues.
3. If Amanda Maxime complied with a part of its obligations, and that part has an independent value, Amanda Maxime may charge that part to Client.

#### **Article 15 - Retention of title**

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

#### **Article 16 - Guarantees**

1. Amanda Maxime warrants that all deliveries shall be in compliance 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, as a result of Client's fault.
3. This guarantee also does not apply if the defect is being caused by circumstances beyond Amanda Maxime's control.
4. Amanda Maxime is not liable for physical or psychological consequences that the client believes arise from participation in the coaching or breathing sessions.

#### **Article 17 - Complaints**

1. Client shall notify Amanda Maxime in writing of any complaints within one month days after detection (or –on invisible shortcomings– after he could have detected it).
2. A timely notified complaint does not suspend or cancel any payment obligation resting on Client.
3. If Client does not notify Amanda Maxime timely, Client is not entitled to any recovery, replacement or compensation.

4. If it is established that the complaint is justified and the notification by Client thereof was timely delivered, Amanda Maxime shall recover, replace or compensate its work within a reasonable term after notification of the shortcoming, in writing from the Client.
5. If it is established that a complaint is not justified, Client shall compensate Amanda Maxime for made expenses (like research costs).

## **Article 18 - Liability**

1. Every agreement between Amanda Maxime and Client can be characterized as a best efforts agreement. Amanda Maxime can therefore never be held liable for results not achieved.
2. Amanda Maxime is only liable for direct damages suffered by Client as a direct consequence of a shortcoming by Amanda Maxime.
3. Amanda Maxime is not liable for any damages resulting from Amanda Maxime due to incorrect or incomplete information provided by Client. Amanda Maxime excludes any liability for indirect damage suffered by the use of services and / or products provided by Amanda Maxime.
4. Amanda Maxime is in any case never liable for: consequential damage, damage due to missed savings, damage due to business interruption, lost profit and for damage caused by loss of data during the execution of the agreement. In addition, Amanda Maxime is never liable for physical, mental and psychological damage.
5. The liability of Amanda Maxime shall never exceed the amount paid by its insurer.
6. If Amanda Maxime's professional liability insurer does not cover the damages, Amanda Maxime's liability is limited to the amount paid by Client. Under no circumstances can this liability exceed the amount of €1000,00.
7. The limitations set out in this article do not apply if the damages are the result of a deliberate act or gross negligence.

## **Article 19 - Limitation Period**

The limitation period on all claims and defences against Amanda Maxime is one year.

## **Article 20 - Indemnification**

1. Client indemnifies Amanda Maxime from any claims by third parties, who suffer damages, resulting from the execution of the assignment but cannot be attributed to Amanda Maxime.

2. If third parties address Amanda Maxime to be liable for damages resulting from the execution of the assignment, Client shall support Amanda Maxime both judicial and extrajudicial and Client shall do what may be expected from him.
3. If Client does not provide the support described in paragraph 2, Amanda Maxime may take the actions it deems required. All expenses and damages made by Amanda Maxime in this respect shall be borne by Client.

## **Article 21 - Intellectual Property**

1. All the plans, documents, pictures, drawings, programming, creations and related information, made by Amanda Maxime, remain property of Amanda Maxime. This also applies if related expenses are charged or when these are improved, later on.
2. Client cannot show the properties to third parties or put the properties at disposal in a different manner than originally intended by Amanda Maxime.
3. Client and Amanda Maxime shall agree on more detailed arrangements, in separate agreements, on certain licenses, given to Client by Amanda Maxime. If parties do not agree on further terms concerning the licenses, Amanda Maxime grant Client a non-transferrable license to use the works, made by Amanda Maxime (like: software, designs, illustrations or any other creation), for an indefinite period of time.

## **Article 22 - Online courses**

1. Client has access to the online course(s) for the term given when he purchased the course.
2. Access to the online course is for personal use only. Client cannot share the content of the online course, or access to the online course, with others. If Client shares content or access, Amanda Maxime is allowed to issue a fine of 3 times the price of the course under which it is sold at that moment.
3. The online course does not replace 1:1 advice.
4. All actions Client takes during or after the online course fall under the responsibility of Client. Amanda Maxime is not liable for these actions.

## **Article 23 - Non-Disclosure**

1. Amanda Maxime shall not disclose any of Client's information to third parties, unless Amanda Maxime is required by a statutory or professional obligation to disclose the information.

2. Amanda Maxime shall not use any information, obtained from Client, in a different manner than originally intended, except that the information may be used in a legal procedure that involves Amanda Maxime and the information can be of importance.
3. Client shall not disclose the contents of agreements, confirmations, offers, reports, advices or other expressions from Amanda Maxime, whether they are in writing or not.

## **Article 24 - Nullity**

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

## **Article 25 - Conflicting Provisions**

If any of the provisions from these terms and conditions are in conflict with a provision from an agreement, the provisions of these terms and conditions shall prevail.

## **Article 26 - Applicable Law**

Dutch law.

## **Article 27 - Competent Court**

The Court of Den Haag.