

## General Terms and Conditions

### 1. DEFINITIONS

- 1.1. Quivvy: commercial name of the company Zyprio BV with registered office at Bergstraat 14 / E1, 9921 Vinderhout, BE with company number BE 0889.875.426.
- 1.2. Client: anyone who instructs Quivvy to provide services.

### 2. APPLICABILITY

- 2.1. If, by mutual agreement between the parties, no other provision has been made in writing, the following articles are applicable to any offer, agreement of or with Quivvy.
- 2.2. By signing an agreement or an offer with/from Quivvy, the client declares that he has taken note of the general terms and conditions and that he agrees with these terms and conditions.
- 2.3. The client acknowledges e-mail traffic among themselves as a legal, valid evidence.

### 3. OFFERS

- 3.1. All offers and price quotations by Quivvy are entirely without obligation in relation to the client.
- 3.2. Advice, proposals and offers made by Quivvy are addressed personally to the client or offer applicant. It is not permitted to provide it to other parties for inspection or to use them other than at the evaluation of the offer without Quivvy's permission.
- 3.3. Quivvy is only bound by the offers if the acceptance thereof is confirmed by the client in writing within 14 days.

### 4. DURATION OF SERVICE

- 4.1. An agreement is concluded as soon as the offer, signed by the client, reaches Quivvy, and as soon as any prepayment of a predetermined percentage is received on the total amount.
- 4.2. Only if the offer states that no prepayment is expected, the agreement will be concluded as soon as the offer, signed by the client, reaches Quivvy.
- 4.3. The service ends at the expiry of the duration of the agreement between the client and Quivvy, in the event of dissolution, or in the event of termination due to refusal of important changes to the general terms and conditions.

## **5. EXECUTION OF THE AGREEMENT**

**5.1.** Quivvy will execute the agreement to the best of its knowledge and ability. If and insofar as proper execution of the agreement requires this, Quivvy has the right to have certain activities carried out by third parties.

**5.2.** The client shall ensure that all data that Quivvy indicates are necessary are provided in a timely manner.

If the data necessary for the execution of the agreement have not been provided to Quivvy in a timely manner, Quivvy has the right to suspend the execution of the agreement and/or to charge the client the additional costs resulting from the delay.

**5.3.** Quivvy is not liable for damage of any kind, because Quivvy has been issued with misinformation/or incomplete data provided by the client, unless this inaccuracy or incompleteness should have been known to Quivvy.

**5.4.** The client accepts the product in the condition in which it is upon payment of the invoice after delivery. The client is believed to have tested the product extensively.

## **6. DELIVERY AND DELIVERY TIME**

**6.1.** The draft and development will start as soon as possible after written assignment and delivery of required material.

**6.2.** If adjustments have to be made, the necessary material must be delivered within 7 working days, if this is not the case, this adjustment will not be carried out unless an additional fee is paid to Quivvy in an additional offer. Due to late delivery, the delivery time shifts proportionally to the number of working days that the customer waits before delivering the necessary material.

**6.3.** Interim results and/or examples are placed by Quivvy on the test/live platform for testing purposes.

**6.4.** If there is a threat of exceeding the agreed delivery time, this will be communicated to the client. In the case of force majeure on the part of Quivvy, the period will be extended by at least twice the period of that force majeure.

**6.5.** Quivvy cannot be held liable for non-compliance with its delivery obligation in case of force majeure, such as limitations of both Citrix Podio and systems of third parties whose (technical) restrictions were not yet known at the time of the offer.

**6.6.** Completion of a project takes place as soon as possible after completion of the development.

## **7. COPYRIGHT**

**7.1.** All material manufactured by Quivvy may not be processed in websites or products other than the one for which it was originally intended, unless explicitly agreed otherwise in writing.

**7.2.** The property rights of Quivvy's ideas, concepts or (trial) designs provided by Quivvy remain fully in place at Quivvy, unless explicitly agreed otherwise in writing. In the latter case, Quivvy can stipulate a fee for this. In the event of a breach of the aforementioned property rights, Quivvy is entitled to charge a self-determined, but reasonable compensation for this.

**7.3.** Quivvy reserves the right to use the knowledge gained through the execution of the work for other purposes, insofar as no confidential information is brought to the attention of third parties.

## **8. THE CLIENT**

**8.1.** Insofar as Quivvy is dependent in its activities on the cooperation, services and supplies of third parties, over which it can exert little or no influence, Quivvy cannot be held liable in any way for any damage whatsoever, arising from these relationships with Quivvy or its termination, regardless of whether this damage arises or becomes visible during the relationship with Quivvy.

**8.2.** Quivvy does not affect the proper functioning of the Podio platform. Quivvy is therefore not responsible or liable for malfunctions, errors or the failure of the platform. Quivvy is also not liable for the consequences of this.

**8.3.** Quivvy is not responsible or liable for the content of the material supplied by the client. The client must ensure that the material provided by the client, such as texts and images, are free from copyrights of third parties. In this case, the client bears full responsibility and indemnifies Quivvy against claims/complaints from third parties.

**8.4.** In the event of attributable shortcoming in the performance of the agreement, Quivvy is only liable for a replacement compensation relative to the percentage of the shortcoming in relation to the goods delivered of the total offer.

Any liability of Quivvy for any other form of damage is excluded, including compensation for indirect damage, consequential damage or damage for lost turnover or profit.

## **9. DISPUTE**

**9.1.** For 30 days after delivery, the client has the opportunity to report clearly defined defects to Quivvy. If the dispute is well founded, Quivvy will remedy. If no defects are reported to Quivvy within the aforementioned period, any possibility of dispute will lapse. Incorrect information provided by the client that leads to defects in the delivered goods is explicitly not understood as "defects".

**9.2.** Disputes do not give the client the right to suspend or compensate payments.

## **10. PRICES**

**10.1.** All prices quoted are exclusive of VAT, unless explicitly stated otherwise.

**10.2.** Additional wishes of the client that are not in advance agreed, will result in additional work for which Quivvy will have to be paid proportionately.

## **11. PAYMENT**

**11.1.** After signing the offer, it will be given the status of contract.

From that moment on, an agreement has been concluded between the client and Quivvy and the client is obliged to pay for Quivvy's work according to the agreement.

**11.2.** Upon completion of the assignment, Quivvy will send an invoice for the amount involved in the agreement minus the possibly previously paid prepayment. The client must pay the amount due within 14 days of sending the invoice.

**11.3.** If the client has exceeded the payment term, Quivvy will send an exhortation to pay. The costs of the exhortation, worth € 9.00 excl VAT, will be charged to the client.

**11.4.** If the client has not yet fulfilled his obligations within 14 days, this item will be outsourced. All costs resulting from this end are at the expense of the client. In case of a Podio setup tailored to the customer, it will be taken offline after these 14 days. Costs for bringing the Podio setup back online afterwards are entirely upon the client.

## **12. AMENDMENT OF THE GENERAL TERMS AND CONDITIONS**

**12.1.** Quivvy has the right to change or supplement these general terms and conditions and will make them publicly known and available via <https://quivvy.com/en/general-conditions>.

## **13. OTHER**

**13.1.** Quivvy will not provide personal data of the client to third parties without his permission or without a legal obligation. This also applies to any confidential information provided to Quivvy for the purpose of executing an agreement. Quivvy makes all information regarding privacy and protection available in the [Privacy Policy](#) and the [GDPR statement](#) on the Quivvy website at <https://quivvy.com>.

**13.2.** Where necessary, changes to an agreement after written agreement from both parties are implemented. This may change the agreed time of delivery. Quivvy will inform the client as soon as possible of the new delivery date and any financial consequences.

**13.3.** Quivvy is free to refer as reference for promotion/ marketing purposes to all delivered finished products, unless expressly agreed otherwise. Furthermore, Quivvy reserves the right to a modest credit-entry with hyperlink in the foot of each website delivered to the client in connection with publicly accessible items such as a web portal.

## **14. DISPUTE SETTLEMENT**

**14.1.** Dispute settlement and applicable law to the agreement applies only to Belgian law. Any dispute concerning its conclusion, interpretation or execution shall be the exclusive competence of the judicial district East Flanders.

**14.2.** In the event that one or more provisions of this general terms and conditions is invalid or void, this does not affect the validity of the other provisions.

## **15. WARRANTY**

**15.1.** After the delivery of a project, a warranty period of 30 calendar days starts. This warranty period allows to fix errors or bugs within the offer.

**15.2.** The right to warranty expires if the customer has access to an account through where structural changes can be made to the website or to the code, such as an admin Podio account.