



Adres Antoniuslaan 1E
3341 GA H.I.Ambacht
Nederland
Telefoon 010-3400047
E-mail contact@sb-a.nl
Web-site www.sb-a.nl

Terms and Conditions 2018

SBA (Sander Brouwer Automatisering) B.V.



Adres Antoniuslaan 1E
3341 GA H.I.Ambacht
Nederland
Telefoon 010-3400047
E-mail contact@sb-a.nl
Web-site www.sb-a.nl



Adres Antoniuslaan 1E
3341 GA H.I.Ambacht
Nederland
Telefoon 010-3400047
E-mail contact@sb-a.nl
Web-site www.sb-a.nl

Article 1. Definitions

The following terms are interpreted according to the General Terms and Conditions.

SBA	General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (and repealing Directive 95 / 46 / EG).
Customer	The customer of the products and / or services of SBA.
Parties	The customer and SBA, including any interested parties, sub-suppliers, rightful claimants.
Agreement	The agreement between SBA and the customer.
Project	Activities that SBA will perform on behalf of the customer.



Adres Antoniuslaan 1E
3341 GA H.I.Ambacht
Nederland
Telefoon 010-3400047
E-mail contact@sb-a.nl
Web-site www.sb-a.nl

Article 2. Applicability

- 2.1 These general terms and conditions apply to the delivery of all SBA products and services.
- 2.2 Deviations, supplements or other agreements are only valid if they have been agreed in writing between the customer and SBA.
- 2.3 SBA has the right to change (the specifications of) its services at any time. The customer will be informed of this within 1 month.
- 2.4 The customer is obliged to provide timely, complete, clear and correct data (which are necessary for a timely delivery of SBA) and to pass on changes in the provided data without delay.
- 2.5 If one or more provisions of these general terms and conditions are declared invalid or non-binding, the remaining provisions will remain valid. Both the customer and SBA will endeavor to agree on a new, valid provision of similar scope.

Article 3. (Sensitive) Data

- 3.1 Both parties will receive the information, which they treat confidentially before, during or after the execution of the agreement. Unless this information is publicly available or agreed otherwise.
- 3.2 SBA will not take cognizance of the information stored and / or distributed via products or services of SBA by the customer, unless this is necessary for the provision of its services or if this is subject to a statutory provision or court order.
- 3.3 SBA will ensure that an appropriate level of security is applied if it has knowledge of its type of information, for example protecting it with the usual standards of sensitive information such as personal data. If the customer provides this information himself

or has it delivered on order, the customer is responsible for protecting this data, or requesting SBA to protect it.

- 3.4 SBA will, if requested, change or delete personal data after having been legitimized.
- 3.5 The obligation to keep confidentiality with the information and / or data remains in effect after the termination of the agreement.

Article 4. Offer conditions

- 4.1 The validity of an offer from SBA to the customer is 14 days, unless stated otherwise in the quotation.
- 4.2 The customer must accept the offer in writing, or via the acceptance link, or by telephone (if available).
- 4.3 Terms and conditions of the customer to SBA only apply if agreed in writing and if these do not conflict with these general terms and conditions.
- 4.4 Prices are subject to type and calculation errors.
- 4.5 The offer is not valid if one of the following conditions applies:
 - i. The customer has provided incomplete, incorrect data, costs incurred up to that moment are for the account of the customer.
 - ii. The products or services are no longer available due to force majeure.
 - iii. Both the customer and SBA indicate that they want to reject the offer.
- 4.6 Changes to the customer's wishes fall after acceptance under additional work, also when the amount of work increases.

Article 5. Terms of payment

- 5.1 The payment term for the SBA invoices is 14 days, unless the quotation or invoice contains a different term, but never longer than 30 days.
- 5.2 Products and services are delivered with the exception of written deviating agreements after full payment.
- 5.3 SBA may increase the prices for its services annually. SBA is also entitled to increase prices if there is an increase in its costs. Price increases will be reported no later than 1 month prior to the entrance.
- 5.4 SBA will charge one-off costs, such as hours, unless otherwise agreed. All recurring costs will be charged monthly in advance (14 days before entry).
- 5.5 The customer cannot rely on suspension, settlement or deduction, unless the customer is a consumer.

Article 6. Supply conditions

- 6.1 SBA is entitled to suspend the delivery of its products and / or services if one of the following conditions applies:
 - A.) The customer does not pay an invoice within the payment term, regardless of whether an objection has been lodged against the invoice. The objection will be dealt

with regardless of the payment term, this will not result in a postponement of payment unless explicitly agreed in writing before the expiration of the payment term.

- B.) The customer with the use of the services, paid or unpaid, demonstrably endangers the SBA network; or SBA takes cognizance of an unlawful act or punishable behavior through a service taken by the customer.
- 6.2 The customer is responsible for not infringing the rights of third parties via the services of SBA.
- 6.3 The customer indemnifies SBA against claims from third parties relating to the use of services or licenses of SBA (possibly via third parties).
- 6.4 If additional work occurs during any work, SBA will inform the customer as soon as possible. The delivery time at that time depends on the approval of the customer and the delivery time of any additional work. The responsibility of this, as well as the delivery period of the additional work lies with the customer.

Article 7 Intellectual property

- 7.1 SBA or its licensors have all rights with regard to intellectual property within the framework of materials developed or made available. Unless explicitly agreed otherwise in writing.
- 7.2 The agreement does not oblige SBA to deliver or transfer any intellectual property right.
- 7.3 After full payment, the customer acquires a non-exclusive, non-transferable right of use of the software, products or services provided by SBA. These license rights are not for duplication, publication or use by third parties, unless explicitly agreed in writing.
- 7.4 The customer does not have any rights to duplicate or disclose the materials, software, products and / or services supplied unless explicitly agreed otherwise in writing.
- 7.5 SBA has the right to take technical measures to protect its products or services. The customer has no right to undo the security.
- 7.6 Unless otherwise agreed in writing, SBA is not obliged to make available the source code of the software and of products and / or services other than agreed.
- 7.7 SBA is the owner of any intellectual property if there is a lack of clarity about who is entitled party until the customer proves the contrary.
- 7.8 The customer will pay an immediately payable (without judicial intervention) fine of 7,500 euro per transaction which infringes the rights, to SBA. SBA also has the right to recover damages through rights of infringement of third-party property on the customer. The customer owes 5,000 euros per day that the infringement continues after

Article 8 Garantie

Unless agreed otherwise in writing, performance obligations with regard to delivered products and / or software are not included by SBA.

Article 9 Overmacht

- 9.1 There is no fulfillment of any obligation if a causal circumstance is beyond the control of the parties and this circumstance could not have been foreseen at the conclusion

of this agreement or the customer chooses not to take additional measures for this. Examples include: disruptions in the connection with the internet, disruptions in hardware or (telecommunication) networks, interruption of electricity supply, government measures, terrorist

- 9.2 Attacks, license refusal, DDOS attacks, fire, unavailability of one or more employees due to force majeure.
- 9.3 The party to whom the force majeure situation applies is making every effort to solve the situation and / or to be of as short a duration as possible.
- 9.4 Both parties are entitled to terminate the agreement if the force majeure situation continues for at least 30 days or longer, neither party is obliged to compensate any damage in respect of such cancellation.

Article 10 Duur en beëindiging van de overeenkomst

- 10.1 The agreement can be terminated with immediate effect without notice of default judicial intervention if one of the following conditions applies:
 - A.) The bankruptcy of one of the parties is applied for or pronounced.
 - B.) The customer has applied for suspension of payments or this is granted to the customer.
 - C.) One of the parties has, by attachment or otherwise, the power over its assets or a substantial part thereof loses.
- 10.2 Amounts invoiced for products already delivered by SBA or services are immediately due and payable upon dissolution.

Article 11 Aansprakelijkheid

- 11.1 SBA performs its services to the best of its knowledge and ability. SBA gives no guarantees for its services and systems for uninterrupted functioning, minimum speeds, accessibility or reliability, unless a separate SLA or agreement has been agreed for this. SBA is never liable for damage resulting from faults or changes in the telecommunication and / or data transport systems of third parties.
- 11.2 Liability for direct damage only applies to:
 - A.) Material damage to property;
 - B.) Reasonable costs for establishing direct damage and liability.
- 11.3 There is no liability for indirect damage.
- 11.4 Liability for direct damage is limited to the amount reimbursed by the insurer or up to 1 times the previous monthly amount paid by the customer and with a maximum of 1,000 euros.
- 11.5 Any right to compensation under this article will lapse if within 14 days after you became aware of the damage, a legal claim has been filed by or on your behalf.
- 11.6 The limitations mentioned above with respect to liability do not apply in the event that there is intent or gross negligence on the part of SBA.