



General terms and conditions Saskia Snijders – Coach for Moms

This translation can only be used in combination with and as explanation to the Dutch text. In the event of a disagreement or dispute relating to the interpretation of the English text the Dutch text will be binding. These general terms and conditions are subject to Dutch Law.

1. Parties

1. Saskia Snijders, established in Hedel at Hooiweg 2a (5321 JG), registered with the Chamber of Commerce under number 76176541, user of these general terms and conditions.
2. Further information about Saskia Snijders:
Website: www.saskiasnijders.com
Email: online@saskiasnijders.com
Phone number: +31 (0)6 12 16 24 83
3. Customer: the (potential) customer of services offered by Saskia Snijders.

2. Applicability of the general terms and conditions

1. Saskia Snijders declares that these general terms and conditions apply to every offer from Saskia Snijders and, whether or not resulting from such, agreements that the parties have entered into with each other. Insofar as the content thereof has not been changed, these general terms and conditions will also apply to future contractual relationships between the parties.
2. Deviations from these conditions only apply insofar as they have been expressly agreed in writing by the parties.
3. General (purchase) conditions of the Customer are expressly rejected.
4. Third parties involved by Saskia Snijders in the performance of the agreement may also invoke these general terms and conditions.
5. If one or more (part(s)) of the provisions of these general terms and conditions are null and void or are annulled, for example because they are in conflict with mandatory law, the other provisions or the remaining part of the relevant provision from these general terms and conditions will remain applicable. The parties will then enter into consultations to agree on new rules to replace the null and void or annulled provisions, in which the purpose and scope of the null and void or annulled (part of the) provisions will be expressed as much as possible.

3. The conclusion of the contract

1. Any offer, in the form of a quotation or otherwise, is entirely and unconditionally without obligation and revocable and is valid for 30 days, unless otherwise indicated in writing by Saskia Snijders.
2. The prices as stated on the website or in another form of an offer are in Euros and include 21% VAT and are subject to levies, surcharges and other factors.
3. If an order has been placed by multiple Customers, all Customers are jointly and severally bound by the agreement. If Saskia Snijders accepts the order with multiple Customers, each Customer is responsible for his own actions. Article 7:407 paragraph 2 Dutch Civil Code is excluded.

4. Any offer can only be accepted, and it does not have a subsequent contract, unless otherwise specified.
5. Mistakes and accidental errors in an offer are not binding towards Saskia Snijders.
6. All statements by Saskia Snijders of size, type and other specifications of services to be provided are only indications. A minor deviation from this in the delivered goods does not lead to a shortcoming in the fulfillment of the agreement on the part of Saskia Snijders.
7. The agreement is concluded after both parties have signed a written offer, after Saskia Snijders has confirmed written acceptance or after Saskia Snijders, or a third party on her behalf, has commenced implementation.

4. Execution of the agreement

1. Saskia Snijders represents the interests of the Customer within the limits of the assignment given. Saskia Snijders will execute the agreement to the best of her knowledge and ability and in accordance with the requirements of good workmanship. The Customer acknowledges that Saskia Snijders has artistic freedom in the execution of the agreement insofar as no specific properties, functions or wishes of the Customer are laid down in the main agreement/quotation. All services of Saskia Snijders are performed on the basis of an obligation of means, unless and insofar as Saskia Snijders has expressly promised a result in the written agreement and the result in question has also been described with sufficient certainty. Saskia Snijders has the right to execute everything that is not expressly described in the assignment according to her own technical and creative insight. The obligation to pay the fee is therefore in no way dependent on the outcome of the assignment or the result.
2. Saskia Snijders will attempt to fulfil the agreement within the indicated/estimated period. This period is not fatal, which means that the Customer must always first put Saskia Snijders in default, whereby a generous and reasonable period must be set, before any remedy can be taken.
3. The Customer gives Saskia Snijders the opportunity to carry out the assignment. The Customer undertakes to provide the necessary cooperation for the execution of the agreement by Saskia Snijders.
4. Saskia Snijders is free to have the agreement carried out by third parties. Art. 7:404 Dutch Civil Code is expressly excluded from the agreement.
5. Services are only provided after the agreement has been concluded.
6. The Customer shall ensure that all data that Saskia Snijders indicates is necessary or that the Customer reasonably should understand is necessary for the performance of the agreement, are provided to Saskia Snijders in a timely manner. The Customer bears the risk of correct and timely delivery of the required/requested information. If the required data is not provided to Saskia Snijders in a timely manner, Saskia Snijders has the right to suspend the performance of the agreement and/or charge the Customer for the additional costs resulting from the delay at the usual rates.
7. The Customer is responsible for ensuring that the digital material is safe, secure and free of viruses and other harmful content in any way may cause harm to computer systems, computer programs, by Saskia Snijders, and/or other third parties.

8. The Customer is not entitled to have the agreed work carried out by a third party without consultation with or permission from Saskia Snijders. Art. 7:407 Dutch Civil Code is expressly excluded from the agreement.

The provisions below apply, in combination with the other provisions in these general terms and conditions, specifically with regard to an account, display and changes to the account.

9. It is not permitted to provide login details to third parties. It is not permitted to use login details of third parties to purchase other offered services. The Customer is responsible for any use/action that, with or without the permission of the Customer, is made via the Customer's account. The Customer is obliged to report all unauthorized use of the Customer's account to Saskia Snijders as soon as possible.

10. Saskia Snijders reserves the right to change the content, form and format of the account and communication at any time and at its own discretion without the Customer being entitled to compensation or reimbursement of (part of) the price associated with the account and communication; this is therefore never considered a shortcoming in the performance of the agreement.

11. Saskia Snijders reserves the right to change the layout of the website (including search options, etc.) at any time and at its own discretion without the Customer being entitled to compensation or reimbursement of (part of) the price associated with the account and communication; this is therefore never considered a shortcoming in the performance of the agreement.

12. Saskia Snijders will endeavor to publish the account and communication during the entire agreed publication period. However, Saskia Snijders does not guarantee that the account and communication will be published uninterrupted, without disruptions and/or without errors, or that the publications/functions will be accessible at all times. Saskia Snijders is entitled, without prior notice, to (temporarily) disable the account and communication and/or to limit its use if this is necessary in her reasonable opinion, for example in the context of the necessary maintenance of the website or the account and communication. Any maintenance will be carried out as much as possible during the night hours from 00:00 to 06:00.

5. Warranty and liability

1. The Customer is only entitled to a guarantee and/or remedy as a result of a shortcoming if this is expressly stated in the main agreement or these general terms and conditions. After the agreement has been performed by Saskia Snijders, the Customer must check the performance and/or delivery as soon as possible, but no later than within 48 hours, for conformity with regard to quantity and quality. If the performance does not meet what could be expected on the basis of the agreement, taking into account the obligation to make an effort as described in article 4.1, among other things, and there is therefore a defect, the Customer must inform Saskia Snijders of this within 8 days after discovering the defect.

2. After the information has been provided as referred to in the previous paragraph, Saskia Snijders will repair or replace the defect free of charge and within reason. If neither of the two remedies described above is sufficient to effectively remedy the defect, the Customer has the right to terminate the agreement, in which case the Customer will bear the responsibility and costs for making the delivered goods available. The foregoing applies without the Customer being entitled to any compensation.

3. Saskia Snijders is not liable for damage resulting from malfunctions or defects in and/or errors of the persons involved in the execution of the order and/or the software to be used by the Customer.
4. If the defect is caused by an error attributable to the Customer, the Customer has informed Saskia Snijders about the defect too late, the Customer has confirmed the completion of a phase, the Customer has given permission for the start of a subsequent phase, any right to repair, replacement or possible termination as described in this article shall lapse. The burden of proof regarding the attribution of the error lies with the Customer.
5. If Saskia Snijders is immediately liable to the Customer, this liability is at all times limited to the amount to which the professional or business liability insurance taken out by Saskia Snijders gives entitlement, but at all times (even if there is no insurance to which a claim can be made or the insurance does not pay out) to the amount of the invoice amount from which the damage arose, plus 15%.
6. Saskia Snijders liability does not extend, except in the case of intent or deliberate recklessness, to consequential damage, indirect damage, immaterial damage, delay damage, property damage, reduced goodwill, lost turnover and/or profit, etc.
7. The Customer indemnifies Saskia Snijders in and out of court against all claims from third parties in respect of the work performed by Saskia Snijders as a result of which that third party may have suffered damage, regardless of the cause or time at which that damage was suffered.
8. Any damage, other than the defects described above, must be reported to Saskia Snijders within 12 months, under penalty of forfeiture of claim. If the Customer suffers damage, this must be reported to Saskia Snijders immediately. In doing so, the Customer is obliged to do everything reasonable to limit the aforementioned damage as much as possible.
9. The existence of a defect does not suspend the Customer's payment obligation.
10. Saskia Snijders is expressly not ultimately responsible for the assignments/exercises that the Customer performs. The Customer is therefore at all times obliged to independently assess whether he/she is able to safely perform the assignments/exercises offered by Saskia Snijders. The work of Saskia Snijders is solely to support the Customer. The Customer therefore remains (ultimately) responsible at all times for the (correct) execution thereof.
11. Saskia Snijders is not liable for damage resulting from the incorrect, injudicious or abnormal use of advice. Saskia Snijders is not liable for the manner in which the Customer carries out or puts into practice the advice provided. No rights can be derived from the advice.
12. The Customer is aware that the advice provided by Saskia Snijders is explicitly not medical and/or legal advice. The Customer is responsible for seeking professional advice regarding the foregoing.
13. If the services of Saskia Snijders are based on data that Saskia Snijders has received from the Customer, Saskia Snijders does not guarantee the correctness of the data used. The services of Saskia Snijders concern a snapshot, so it is possible that the outcome of the service provided varies in the meantime. The services of Saskia Snijders are only an indication and the Customer is expected to check the service at his own expense and risk. Unless otherwise agreed, no guarantees can be given for the outcome of the services.

6. Force majeure

1. Force majeure is understood to mean, in addition to what is understood in law and case law, all external causes, foreseen or unforeseen, over which Saskia Snijders has no influence. This will also include strikes, traffic disruptions, unforeseeable stagnation, disruptions in the supply of energy and/or software, transport difficulties, fire, loss or damage during transport, epidemics, pandemics, illness and government measures.

2. During force majeure, Saskia Snijders obligations will be suspended. If compliance is impossible for more than one month due to force majeure or there are other circumstances as a result of which Saskia Snijders cannot reasonably be expected to meet its obligations, Saskia Snijders is entitled to terminate the agreement in whole or in part by means of a notice to the Customer and without judicial intervention, without any obligation to pay damages in that case.

3. If Saskia Snijders has already partially fulfilled her obligations when force majeure occurs, she is entitled to invoice the part already delivered or performed separately, or to credit it partially in the case of down payments.

7. Obligations of the Customer

1. The Customer shall enable Saskia Snijders to perform the assignment. The Customer undertakes to provide the necessary cooperation for the performance of the agreement by Saskia Snijders. This includes, among other things:

- a) Ensuring that Saskia Snijders can have the necessary approvals and data to be provided for the assignment in a timely manner;
- b) Providing connection options for the energy required for the assignment. The costs of electricity shall be borne by the Customer;
- c) Ensuring that work and/or deliveries to be carried out by third parties that do not form part of Saskia Snijders assignment are carried out in such a way and in such a timely manner that the performance of the assignment is not delayed;
- d) Setting up the workplace in such a way, in connection with the work on site, that Saskia Snijders can start the assignment immediately upon arrival;
- e) Saskia Snijders must be able to enter the location where the work is being carried out at all times. The purchaser must therefore be present during the execution of the order or provide access, for example by making a key available.

2. If the obligations in paragraph 1 are not fulfilled (on time), the Customer must inform Saskia Snijders of this in a timely manner. Saskia Snijders is entitled to charge the Customer for any additional costs involved, such as travel and/or wage costs or other delay damages. Saskia Snijders is then never obliged to compensate the Customer for damages resulting from a delay in the delivery.

3. The Customer expressly bears the risk for damages caused by:

- a) Inaccuracies in the constructions and methods required by the Customer;
- b) Defects in the (im)movable property on or in which the agreement is carried out;
- c) Defects in materials or resources made available by the Customer.

8. Duration and (interim) termination of the agreement

1. Article 7:408 Dutch Civil Code is expressly excluded from the agreement for the Customer acting in the exercise of a profession or business, as a result of which orders cannot be terminated (interim). In the event Customer is not acting in the exercise of a profession or business, the statutory regulation regarding termination applies. Saskia Snijders is at all times entitled to terminate the (long-term) agreement(s) early, with immediate effect, without being obliged to pay any (damage) compensation.

2. Saskia Snijders is at all times entitled to terminate the (long-term) agreement(s) early, with immediate effect, without being obliged to pay any (damage) compensation.

3. Saskia Snijders has the right to terminate the agreement with the Customer with immediate effect for the future by means of a written notice without (further) prior notice of default if:

a) The Customer ceases its business operations in whole or in part or otherwise liquidates them and/or substantially changes its business activities or transfers them to a third party without the prior written consent of Saskia Snijders;

b) The Customer is granted a (provisional) suspension of payments or the Customer is declared bankrupt, the Customer submits a request for the application of a debt restructuring scheme or the Customer is placed under guardianship or administration;

c) A right to which the Customer is entitled is seized.

4. In the event of termination of the agreement, all payments owed by the Customer to Saskia Snijders shall be immediately and fully due and payable.

9. Prices and payment

1. The offer has been made in good consultation. By concluding the agreement, the parties consider the prices reasonable and fair.

2. Unless otherwise agreed, the Customer must have paid the entire sum of money in full immediately prior to the execution by means of a bank transfer. In the case of direct debit, the Customer must ensure that payments are not voided.

3. Saskia Snijders reserves the right to deny further access to the services if the Customer fails to pay (on time).

4. If the agreed payment term is exceeded, Saskia Snijders is immediately entitled to charge the Customer a default interest of 1% of the principal sum per month as well as an amount for the extrajudicial collection costs. The latter costs amount to 15% of the principal sum due with a minimum amount of EUR 40,- excluding VAT.

5. Without the express written permission of Saskia Snijders, the Customer is not permitted to apply any set-off and/or suspension and/or withholding in respect of his payment obligations

6. The agreed prices are based on the offer or quotation. If, after acceptance of the offer or quotation, price-increasing circumstances occur that are beyond the sphere of influence of Saskia Snijders, such as wage increases, increases in any purchase prices, government measures (such as social security contributions, taxes, etc.), or depreciation of the Euro or other currency, Saskia Snijders is entitled to adjust the agreed prices accordingly.

10. Intellectual property and confidentiality

1. All rights to the material provided by Saskia Snijders remain reserved. No part of the publication(s) may be reproduced, stored in a durable data carrier, automated data file or

made public without the express prior written permission of Saskia Snijders. It is not permitted to make any material available to third parties.

2. The Customer is aware that the intellectual property regarding the services of Saskia Snijders belongs to Saskia Snijders. The Customer is not permitted to reproduce, publish and/or exploit any content or other products of the mind, whether or not published by Saskia Snijders, without the prior written permission of Saskia Snijders.

3. Saskia Snijders reserves the rights and powers to which she is entitled under the Copyright Act and other intellectual property laws and regulations. Saskia Snijders has the right to use the knowledge acquired by her through the performance of an agreement for other purposes, provided that no strictly confidential information of the Customer is brought to the attention of third parties.

4. All parties are obliged to keep confidential information that they have received in the context of the agreement secret, subject to any legal obligations.

5. If the Customer acts in violation of one of the four preceding paragraphs, the Customer owes Saskia Snijders an immediately due fine of EUR 10,000 per violation and €500.00 for each day that the violation continues, without prejudice to the right of Saskia Snijders to claim full damages.

11. Changes to the general terms and conditions

1. Saskia Snijders reserves the right to change or supplement these general terms and conditions. Changes also apply to agreements already concluded, taking into account a period of 30 days after announcement of the change. Changes of minor importance can be implemented at any time. If the Customer does not wish to accept a change in these general terms and conditions, he must have made this known in writing before the date on which the new general terms and conditions come into effect.

12. Forum, choice of law and transfer of rights

1. Saskia Snijders is authorized to transfer its rights and obligations under this agreement to a third party. The Customer is not permitted to transfer its rights and obligations to a third party without the written consent of Saskia Snijders.

2. This - and other - agreement(s) concluded between the parties are exclusively governed by Dutch law. Should an obligation arise between the parties in the future, other than one arising from an agreement, then Dutch law will also apply to that obligation.

3. In the event that a dispute arises between the parties from the agreement, the court in the district in which Saskia Snijders has its registered office shall have exclusive jurisdiction. In the event that a dispute arises between the parties regarding non-contractual obligations, the court in the district in which Saskia Snijders has its registered office shall also have exclusive jurisdiction.