QUOTATIONFACTORY

QUOTATION SOFTWARE IN THE CLOUD

General terms and Data Processing Agreement
Quotation Factory
September 2026

Article 1 Applicability and definitions
1.1. These Terms of Use apply to the use of the Service.

1.2. In these Terms of Use, the following terms, always capitalized and used both singular and plural, are given the following meaning:

a. Subscription:
the subscription to use the Service for an indefinite duration, the User can choose a number of functionalities included in the Service;

b. Item:
an article from these Terms of Use;

c. Service:
the cloud software (software-as-a-service) made available online by Quotation Factory in the context of the Agreement with which the User can, among other things, perform Quotation Calculations and by means of which she can receive a file folder for further processing in production;

d. User:
the natural or legal person who enters into the Agreement with Quotation Factory, such as described the Registration Form or an Offer;

e. Terms of use:
these Terms of Use, available for download and print on www.quotationfactory.com/en/general conditions

f. Intellectual property rights:
all intellectual property rights and all related rights, including but not limited to copyrights, database rights, domain names, trade name rights, trademark rights, design rights, neighboring rights, patent rights, know-how rights, rights to trade secrets;

g. Office hours:
the hours from 8:30 am to 5:00 pm on weekdays (Monday to Friday), with the exception of official and official holidays recognized in the Netherlands;

h. Customer:
the Customer's User;

i. Quotation Factory:
the private company with limited liability Quotation Factory BV, registered in the trade register of the Chamber of Commerce under number 75407353, established in Baarle-Nassau
on the Keizershoek 2 (5111 HG);

j. Quote:
a quote that Quotation Factory has made to the User that includes what the Service consists of and what fees are due for this;

k. Quotation estimates:
The calculations that can be performed by the User using the Service on the basis of drawing files supplied by the User;

l. Agreement:
the agreement between Quotation Factory and the User to use the Service, including these Terms of Use, the Registration Form or the Quotation (depending on whether the Agreement has been concluded by means of the Registration Form or a Quotation) and the user's choice Subscription;

m. Parties:
Quotation Factory and the User;

n. Privacy declaration:
the privacy statement of Quotation Factory, which is made available on www.quotationfactory.com/en/privacy statement

o. Trial version:
The trial version of the Service that allows the User to perform a limited number of Quotation Calculations free of charge or to use the Service free of charge for a limited period;

p. Registration form:
the Registration Form that has been made available on the Website and has been completed and sent by the User, and in which Quotation Factory has recorded what the Service consists of and what fees are due for this;

q. Price list:
the most up-to-date price list, available via: www.quotationfactory.com/en/pricing

r. Website:
the website www.quotationfactory.com

Article 2 Realization agreement
2.1. Quotation Factory offers a Registration Form for use of the Service by the User on the Website.

2.2. Instead of a Registration Form, Quotation Factory can make an Offer to the User. An Offer is valid for the duration of thirty (30) calendar days after the date of dispatch by Quotation Factory, unless otherwise indicated in the Offer.

2.3. The Agreement is concluded when the User has received the confirmation email in which Quotation Factory has confirmed receipt of the completed Registration Form or, in the case of art. 2.2, by acceptance of an Offer by the User.

2.4. Art. 6: 227c Dutch Civil Code does not apply.

2.5. User guarantees that information entered on the Registration Form or included in the Quotation is complete, current, truthful and correct. User will immediately pass on relevant changes to its data, such as a change in its address and / or billing data, to Quotation Factory.

2.6. Any provisions or conditions of the User that deviate from, or do not appear in, these Terms of Use are only binding for Quotation Factory if and insofar as they have been expressly accepted in writing by Quotation Factory.

Article 3 Subscription
3.1. When concluding the Agreement, the User must make a choice for a Subscription and a payment period.

3.2. Modification of the Agreement during the term of a Subscription is immediately possible in consultation with Quotation Factory in the case of purchasing a larger Subscription (new functionalities, longer period or several companies) than for which the original Subscription was concluded. Changing or canceling this change (s) is only possible in consultation with Quotation Factory with effect from the following payment period, without prejudice to the respective payment obligations under Article 7.

3.3. Changing the Agreement during the term of a Subscription Period is not possible in the case of purchasing a smaller Subscription (fewer functionalities, shorter period or fewer companies) than for which the original Subscription has been concluded.

3.4. A change as referred to in the preceding paragraph is possible if a Subscription is extended by the same payment period as for which the Subscription was concluded.

3.5. All the aforementioned changes take effect from the moment that Quotation Factory has confirmed the change by e-mail or from the date stated in that e-mail. Quotation Factory can set further conditions for acceptance of the change.

3.6. User is responsible for choosing a suitable Subscription. The user must himself investigate which functionality and which subscription suits her best. Quotation Factory B.V. or (one of) its reseller(s) only acts in an advisory capacity. No rights can be derived from these recommendations.

Article 4 Execution of the Agreement
4.1. Quotation Factory will provide the User, under the suspensive and resolutive conditions of the Agreement, the Service as described in the Agreement and on the Website for use under the conditions of this Agreement.

4.2. The obligation of Quotation Factory to make the Service available extends exclusively to the object code of the software for use as part of the Service, and explicitly not the source code of the software. The source code of the software and the accompanying technical documentation are not made available to the User.

4.3. The Service provided by Quotation Factory is performed on the basis of a best efforts obligation. The user accepts that the Service only contains the functionalities and other features as found on the Service at the time of use ("as is"). Quotation Factory explicitly excludes express and implied guarantees, promises and / or indemnities of any kind, including but not limited to guarantees, promises and / or indemnities with regard to the quality, safety, legality, integrity and correctness of the Service, unless otherwise specified in these Terms of Use.

4.4. The compensation rates stated by Quotation Factory are always indicative rates and do not bind Quotation Factory.

4.5. Quotation Factory can make an API available to the User to link the Service to external systems deemed suitable by Quotation Factory. The installation, the correct commissioning and the operation thereof is at the expense and risk of the User.

4.6. Quotation Factory is at all times entitled to change the Service, to adjust it, to put it (temporarily) out of use, to limit its use, and / or to terminate it, without being or becoming liable for any damages or liability to the User. If the User cannot agree with the adjustments and / or changes made, its only option is to stop using the Service and to terminate the Agreement, with due observance of the provisions of Article 8 of the Terms of Use.

Article 5 Guarantees and responsibilities
5.1. User acknowledges and accepts that Quotation Factory offers a Service that works exclusively on the basis of industry standards and catalogs of materials in combination with the data entered by Users. Quotation Factory does not guarantee that the standards and catalogs used for the Service are current and / or complete at all times. The user is solely responsible for the correct entry of her data.

5.2. User acknowledges and accepts that she herself is responsible for, and must investigate for herself how to set up the possibilities of the Service for his own use, including but not limited to initially setting up with which machines she works, what those machines work with. can and at what rates, and which preferences for calculations are made by the User

5.3. The user guarantees that the information entered by him is complete, up-to-date, truthful and correct and does not infringe any rights of third parties.

5.4. The tools and similar resources made available by Quotation Factory in the context of the Service are without obligation and offer no guarantee of success. The user acknowledges and accepts that Quotation Factory is not liable for (the outcome of) these means.

5.5. Quotation Factory has no knowledge of and / or involvement with the specific results that are made available to the User through the Service. Since Quotation Factory works with standards, the results delivered by the Service are not tailored to the specific User. The user acknowledges and accepts that Quotation Factory is not liable for the result delivered by the Service and / or the use thereof.

5.6. The user acknowledges and accepts that Quotation Factory is partly dependent on the services of third parties in the context of providing the Service. Quotation Factory is not liable for the services of third parties.

5.7. The User may be bound by the conditions of third parties for the performance of the Service. These conditions apply between the User and the relevant third party / parties, Quotation Factory is not bound by it. The User hereby authorizes Quotation Factory to enter into agreements with third parties required for the Service. Quotation Factory is not a party to that agreement (s). If the terms and conditions of third parties - for whatever reason - do not apply or appear to apply, then the terms and conditions of these Terms of Use apply.

5.8. User is fully responsible and liable for all actions that she performs with the help of the Service.

5.9. The user indemnifies Quotation Factory against any claim from third parties that arises through its actions with the help of the Service.

5.10. The user is responsible for the accuracy, availability and correct operation of the required (computer) equipment, browser (s) and internet connections. User is also responsible for the security thereof.

Article 6 Trial period
6.1. Parties may agree on a Trial Period. After the User has agreed to the Agreement and has paid the associated one-off, limited onboarding fee, Quotation Factory will carry out a full onboarding of the Service. Upon completion of this onboarding, the Trial Period of three months commences. The Trial Period is available to companies and individuals capable of entering into legally binding contracts under applicable law. By agreeing to the Agreement, the User declares and warrants that it meets these eligibility criteria.

6.2. If Parties have reached agreement on the Trial Period, the User has the right to use the Service for a period of three months without being bound by any subscription obligation. This period commences at the moment the onboarding referred to in Article 6.1 has been completed and Quotation Factory has digitally confirmed this. The Trial Period ends automatically after the agreed period of three months.

6.3. The Terms of Use of the Service apply to the User and the use thereof during the trial period, taking into account the provisions of this article.

6.4. If the User wishes to continue using the Service, the User must enter into an Agreement with Quotation Factory.

Article 7 Payment and pricing
7.1. A fee is charged for the use of the Service. The reimbursement for a Subscription must always be paid in full and in advance.

7.2. A ‘fair use policy’ of an average of 3,000 quotation lines per month. If this is structurally exceeded for a period of 3 months, the parties will jointly determine an additional proper compensation.

7.3. Quotation Factory is responsible for the correct registration and reporting of the number of processed parts by (customers of) the User.

7.4. The amount of the compensation is determined on the basis of the Subscription Rates List, unless the Parties agree otherwise

7.5. All prices mentioned in the Tariff List are exclusive of turnover tax (VAT) and other levies that are or will be imposed by the government and are in euros.

7.6. All prices mentioned in the Price List can be changed by Quotation Factory. Price changes do not apply to already purchased Services and apply with effect from the new term for the chosen Subscription.

7.7. Payment by the User must take place by transferring the invoice amount in advance to the bank account sent by Quotation Factory or by way of online payment via the appropriate services of third parties. This payment term is a strict deadline. Quotation Factory may require authorization from the User which User will confirm.

7.8. If the User does not meet its payment obligation(s) in time, it is, after Quotation Factory has pointed out the late payment and Quotation Factory has granted the User a period of 14 days to still meet its payment obligations and hence its payment obligations. failure to clear, after failure to pay within this 14-day period, owe statutory interest on the amount due. In that case Quotation Factory is entitled to charge all costs incurred and to be incurred as a result thereof, including explicitly all extrajudicial (collection) costs and all judicial costs actually incurred, including but not limited to attorney fees. The extrajudicial (collection) costs will be calculated according to the Staffel Extrajudicial collection costs (BIK), unless the extrajudicial (collection) costs actually incurred are higher. In the latter case, the actually incurred extrajudicial (collection) costs will be charged to the User.

7.9. In the event of liquidation, (application for) suspension of payment or bankruptcy, debt restructuring or any other circumstance as a result of which User can no longer freely dispose of its assets, Quotation Factory is free to terminate the Agreement immediately with immediate effect without that there will be some obligation on Quotation Factory, such as the obligation to pay compensation. The claims of Quotation Factory on the User are immediately due and payable in these cases.

7.10. User is not entitled to settlement or suspension of any payment or amounts due, for whatever reason.

Article 8 Duration and termination
8.1. All agreements are entered for an indefinite period of time, unless expressly agreed otherwise.

8.2. Notice shall be given in writing with a notice period of 3 months for a subscription based on annual payment, and with a notice period of one month for a subscription based on quarterly payment, unless expressly agreed otherwise.

8.3. The parties have the right to terminate the Agreement if the other party is accountably in breach of its obligations under the agreement and this Party, after having received a proper and as detailed as possible written notice of default, whereby a reasonable period is set for clearing the agreement. shortcoming, attributable failure continues to fall short of compliance.

8.4. The services provided by Quotation Factory for dissolution and the related payment obligation (s) of the User will not be subject to cancellation in the event of dissolution.

8.5. Invoices that have already been sent by Quotation Factory to the User prior to the cancellation or dissolution in connection with what has already been (partially) carried out or delivered in the context of the Agreement must be paid by the User. These invoice amounts are immediately due and payable at the time of termination of the Agreement.

Article 9 Intellectual Property Rights
9.1. For the use of the Service, Quotation Factory provides the User with a non-exclusive, non-transferable, non-pledgeable and non-sublicensable license for use solely for its own business purposes.

9.2. All Intellectual Property Rights with regard to the Service rest with Quotation Factory and / or its licensor (s).

9.3. The user only receives the rights of use and powers that he is entitled to under the Agreement or the law.

9.4. The User is expressly not permitted to reproduce, publish, sell or otherwise make available to third parties (parts of) the Service or to thereby use any other unlawful act or to use it for direct or indirect commercial purposes or for to use any other purpose than the purposes stated in these Terms of Use, unless Quotation Factory or the relevant entitled party has given permission for this or mandatory Dutch law permits this use.

9.5. Quotation Factory is entitled to take (visible or not visible) technical measures to protect materials or other works. The User is not permitted to circumvent or remove these security measures.

9.6. Information that the User stores or processes via the Service is and remains the property of the User (or of its Customers). The User grants Quotation Factory permission to use the information for the purpose of facilitating the Service.

9.7. The User guarantees that it does not infringe on Intellectual Property Rights of third parties when using the Service. The user indemnifies Quotation Factory against all claims and other claims from third parties that are based on infringement (s) of Intellectual Property Rights.

9.8. User gives Quotation Factory explicit permission to use her trade name, logo and possibly brand for promotional activities including, but not limited to, use on the Website.

Article 10 Data Processing Agreement (DPA)
10.1. If during the execution of the Agreement by Quotation Factory personal data of or on behalf of Customer and / or User are processed, then the provisions of this article apply. This Personal Data will be processed in accordance with this DPA and applicable laws and regulations.

10.2. The capitalized terms used in this DPA, which are used in both singular and plural terms, have the meaning as defined in Article 1 of the Terms of Use or Article 4 of the “Regulation (EU) 2016/679) of the European Parliament and 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 / EC (General Data Protection Regulation) "(hereinafter: the "GDPR”).

10.3. For the processing referred to in paragraph 1, the User and / or Customer is designated as the Controller and Quotation Factory as the Processor. If the Client is (co-) Controller, the User guarantees Customer's compliance with the agreements in this DPA, as if the User is the sole Controller. Quotation Factory continues to be the Data Controller for its own processing of Personal Data.

10.4 Quotation Factory will comply with all its obligations arising from applicable laws and regulations, including the GDPR, or binding codes of conduct, which contain rules regarding the protection of Personal Data.

10.5. All obligations of Quotation Factory arising from this article also apply to those who process Personal Data under the authority or in the service of Quotation Factory.

10.6. Quotation Factory undertakes to process Personal Data under the authority of the User under the conditions of this article.

10. 7. If the User issues a new assignment to Quotation Factory and Quotation Factory within the context of this assignment processes Personal Data, then this DPA also applies.

10.8. The User bears, among other things, the responsibility and is therefore fully liable for (the stated purpose of) the Processing, the use and the content of the Personal Data, the provision to Quotation Factory and to third parties, the duration of the storage of the personal data, the method of processing and the means used for this. User guarantees that he will only lawfully process personal data in and with the help of the Service. User guarantees that the content, use and the order to process personal data are not unlawful and do not infringe any right of third parties. The User indemnifies Quotation Factory against all third-party claims arising from the User's failure to comply with the aforementioned guarantee.

10.9 The User will inform Quotation Factory in writing of the processing purposes, the types of Personal Data, the duration of the Processing, the categories of individuals, the access levels, the subjects and the nature of the Processing.

10.10. Quotation Factory will only process Personal Data for the benefit of and on behalf of the User and in accordance with specific processing instructions. Under no circumstances will Quotation Factory process Personal Data for its own or other purposes.

10.11. Quotation Factory will inform the User immediately if, in its opinion, instructions from the User infringe applicable laws and regulations, including the GDPR, or binding codes of conduct, which contain rules with regard to the protection of Personal Data.

10.12. Quotation Factory will, at its first request, inform the User of the measures it has taken with regard to its obligations under this DPA.

10.13. Quotation Factory will keep a register with all processing activities that it performs for the User under this Processing Agreement in accordance with Article 30 of the GDPR. On request, User will provide Quotation Factory with access to this.

10.14. Without the prior Written permission of the User, Quotation Factory will not process, provide, make accessible or pass on Personal Data to a country outside the European Economic Area if that country does not offer an adequate level of protection with regard to Personal Data.

10.15. Quotation Factory will take all appropriate technical and organizational measures to ensure a level of security appropriate to risks to protect Personal Data from destruction, loss, alteration, unauthorized disclosure or access to Personal Data transmitted, stored or otherwise processed, whether accidentally or unlawfully.

10.16. Quotation Factory does not guarantee that the security is effective under all circumstances. Quotation Factory will endeavor to ensure that the security meets a level that is not unreasonable, given the state of the art, the sensitivity of the Personal Data and the costs associated with taking the security.

10.17. User will only make Personal Data available to Quotation Factory for Processing if it has ensured that the required security measures have been taken. The user is responsible for compliance with the measures agreed by the Parties.

10.18. Quotation Factory is entitled to use third parties (sub-processors) for analytical purposes within the framework of a Processing on the basis of this Processing Agreement, provided that these are notified in advance to the User. User may object if the use of a specific reported third party is unacceptable to him. In any case, Quotation Factory will ensure that these third parties assume in writing at least the same obligations as those that rest on Quotation Factory under this DPA.

10.19. Quotation Factory will not store Personal Data longer than necessary for the execution of its obligations. After the retention period, Quotation Factory will anonymize or delete the Personal Data, unless the law requires a longer retention period and there is a basis for the processing.

10.20. The User is responsible for backing up the Personal Data, unless the parties have explicitly made different agreements to this effect.

10.21. At the User's first request, Quotation Factory will fully cooperate with the Data Subjects in exercising their rights with regard to the Processing of Personal Data in accordance with Articles 12 to 23 GDPR, including the right to information, inspection, deletion, including the 'right to be forgotten, rectification, transferability, objection and rights regarding automated individual decision-making, including profiling. The costs associated with the obligations from this paragraph are for the account of the User in accordance with the usual rates of Quotation Factory.

10.22. Quotation Factory will immediately forward to the User all requests it receives from Data Subjects based on their rights.

10.23. Quotation Factory will enable the User to verify compliance with Quotation Factory with regard to the Processing of Personal Data under the Agreement by an independent third party who is bound by secrecy. At the User's first request, Quotation Factory will make its facilities for Processing Personal Data available to the User during an audit, so that the User or an auditor chosen by the User can carry out an audit and provide a report with all information necessary to comply with the DPA. and / or demonstrate applicable laws and regulations, including the GDPR, or binding codes of conduct, which contain rules regarding the protection of Personal Data. The audit of the User will always be limited to the systems of Quotation Factory that are used for the processing. User will keep the information found during the audit secret and only use it to check compliance by Quotation Factory with the obligations under this DPA and to erase the information or parts thereof as soon as possible. The costs that the User and / or Quotation Factory have to make for this are for the account of the User.

10.24. The costs of the audit will be borne by the User, unless the findings of the audit show that Quotation Factory has not complied with the provisions of the DPA and this non-compliance is not trivial. In that case, the costs will be borne by Quotation Factory.

10.25. Quotation Factory will immediately and adequately cooperate with the User if this is necessary in connection with the performance of data protection impact assessments (also called a 'Data Protection Impact Assessment' or 'DPIA') of the User or in the context of compliance with obligations to authorized (government) consult authorities prior to Processing. The costs of the aforementioned cooperation will be invoiced separately to the User. User will reimburse these costs.

10.26. Quotation Factory will implement adequate procedures in its business operations that are aimed at detecting, responding and remedying a Breach of Relationship with Personal Data (also known as: a data breach). In any case, this includes drawing up and maintaining an incident register.

10.27. Quotation Factory will notify the User within 48 hours after the Breach of Personal Data has become known to him. Quotation Factory will fully cooperate with the User in connection with the implementation of a recovery plan in the context of the Breach of Relationship with Personal Data.

10.28. The user determines, and is responsible for, the choice whether an infringement of personal data found at Quotation Factory is reported to the supervisor and / or concerned parties. The User is at all times responsible for reporting a Breach of Personal Data Breach to the supervisory authority and / or data subjects.

Article 11 Availability and maintenance
11.1. Quotation Factory will make every effort to keep the Service available as much as possible.

11.2. Quotation Factory offers no guarantees regarding the availability of the Service, unless explicitly agreed otherwise in a service level agreement concluded separately for this purpose.

11.3. Quotation Factory actively maintains the Service. Quotation Factory has the right to put its systems or components thereof out of use temporarily due to maintenance, modification or improvement thereof.

11.4. Quotation Factory will make every effort to ensure that the activities from Article 11.3 take place outside Office hours as much as possible. Quotation Factory will endeavor to inform the User in good time about planned downtime.

Article 12 Support
12.1. Quotation Factory will endeavor to offer the User support quickly and to the best of its knowledge via a tool or Website via the contact information in Article 17. The User acknowledges that this support offers no guarantee of success.

Article 13 Liability
13.1. Quotation Factory is not liable for damage resulting from any unauthorized use of the Service by third parties.

13.2. Quotation Factory does not accept any liability for damage resulting from the provision of the Service or from unlawful acts or otherwise.

13.3. If, despite the foregoing, Quotation Factory is liable to the User for damage, for whatever reason, Quotation Factory is only liable for direct damage suffered by the User as a result of a shortcoming and / or unlawful act attributable to Quotation Factory up to a maximum amount. of the payments received by Quotation Factory from the User that have been made in the context of the current Subscription. The total liability towards the User will never amount to more than EUR 7,500 (seven thousand five hundred euros).

13.4. Direct damage is exclusively understood to mean:
i. material damage to property;
ii. reasonable costs incurred to prevent or limit direct damage that might be expected as a result of the event on which the liability is based; and
iii. reasonable costs incurred to determine the cause of the damage.

13.5. Any liability of Quotation Factory for other than direct damage, as discussed above, including consequential damage, is excluded. Consequential damage includes loss, costs incurred to prevent or establish consequential damage, failure to achieve desired (business) results, loss, confusion or damage to electronic data and / or damage due to delays in the transport of data traffic.

13.6. The limitation of liability included in this Article does not apply in the event of intent and / or deliberate recklessness on the part of Quotation Factory and / or its managers.

13.7. Unless fulfillment by Quotation Factory is permanently impossible or there is a situation as referred to in article 6:83 sub c BW, the liability of Quotation Factory arises due to an attributable shortcoming in the fulfillment of the Agreement only if User enters Quotation Factory directly in writing. defaults, whereby a reasonable period for remedying the shortcoming is set, and Quotation Factory continues to fail to fulfill its obligations, even after that period. The notice of default must contain a description of the shortcoming that is as complete and detailed as possible, so that Quotation Factory is given the opportunity to respond adequately.

13.8. There is no question of a culpable shortcoming in the fulfillment of the agreement by Quotation Factory if there is force majeure. Force majeure occurs when a Party is hindered from fulfilling its obligation (s) as a result of a circumstance that is not due to its fault, nor by the law, a legal act or social opinions that apply to it account. Force majeure on the part of Quotation Factory, in addition to what is understood in this regard by law and case law, includes illness of employees and / or absence of employees crucial for the provision of the Service, interruptions in the supply of electricity, strikes, riot, government measures, fire, natural disasters, floods, war, general transport problems, shortcomings of suppliers of Quotation Factory, shortcomings of third parties engaged by Quotation Factory, shortcomings of (other) Users, disruptions in the connection to the internet, hardware disruptions, disruptions in (telecommunications)) networks and other unforeseen circumstances.

13.9. The Party that invoked the force majeure is obliged to make every effort to ensure that the force majeure situation is as short as possible.

13.10. A condition for the existence of any right to compensation is always that the User reports the damage in writing to Quotation Factory within thirty (30) days after its occurrence.

13.11. Any claim for compensation by the User that has not been specified and explicitly reported by the User will lapse by the mere lapse of twelve (12) months after the claim arose. This is without prejudice to the User's obligation to complain.

13.12. The User indemnifies Quotation Factory against all claims and other claims of third parties and the resulting damage as a result of a shortcoming of the User of this Agreement or any other acts or omissions of the User.

Article 14 Confidentiality
14.1. The User will treat all information (in whatever form) that it receives from Quotation Factory before, during or after the execution of the Agreement as confidential and treat this information as trade secrets within the meaning of the Trade Secrets Protection Act. This applies in any case if the relevant information is marked as confidential or if the User knows or reasonably should know that the information was intended to be confidential. The User shall also impose this obligation on its employees.

Article 15 Other provisions
15.1. Quotation Factory is entitled to change and / or supplement these Terms of Use at any time. The most current Terms of Use will be found on the Website or will be brought to the attention of the User while using the Service. If the User continues to use the Service after changing and / or supplementing these Terms of Use, the User thereby irrevocably accepts the changed and / or supplemented Terms of Use. If the User does not agree with the amended and / or supplemented Terms of Use, its only option is to no longer use the Service.

15.2. Quotation Factory explicitly rejects the applicability of any Terms of Use, Purchase Terms and / or other (general) terms and conditions of the User.

15.3. If one or both Parties is taken over by a third party, the provisions and obligations arising from the Agreement and these Terms of Use will transfer to this third party without the consent of the other Party being required. The other Party undertakes to cooperate in any necessary contract transfer.

15.4. If these mis are or become partially invalid or appear to be partially void, the User and Quotation Factory will remain connected to the remaining part of these Terms of Use. Quotation Factory will replace the invalid or invalid part by clauses that are valid and not invalid and whose legal consequences, in view of the content and scope of these Terms of Use, correspond as much as possible with those of the invalid and / or invalid part.

Article 16 Applicable law and disputes
16.1. Dutch law applies to this Agreement and to all disputes related to it.

16.2. All disputes that may arise as a result of the present agreement or of further agreements that may be the result thereof, will be settled in accordance with the Arbitration Regulations of the Technology Arbitration & Mediation Institute (TAMI), established in Eindhoven (www.tami.nl) . The place of arbitration will be Eindhoven.

16.3. Art. 16.2 does not affect the right of any Party to obtain a provisional provision or to take precautionary measures through the competent court of the Zeeland-West-Brabant District Court, location Breda.

Article 17 Contact
17.1. Quotation Factory can be reached via the following contact details:

Quotation Factory BV
Keizershoek 2
5111 HG Baarle-Nassau
The Netherlands
+31 (0)85 004 7330
info@quotationfactory.com

***