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# TERMS AND CONDITIONS OF SALE

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## PART A: BASICS



#### "FLOCSAM"

means Thomas Fleuriot, a sole trader with KVK number 91087872 based in Edam, Netherlands.

#### "SERVICES"

means the activities and workshops You and Flocsam agree in writing that Flocsam will do.

#### "YOU"

means the company contracting Flocsam to perform the Services.

#### "FEES"

means the amount You and Flocsam agree in writing for the Services.

#### **LAWS**

Our contract is governed by ENGLISH LAW.

If You are domiciled in the EU or the UK, all disputes arising out of or in connection with this contract or the Services will be subject to the sole jurisdiction of the **ENGLISH COURTS**.

If You are domiciled anywhere else, all disputes arising out of or in connection with this contract or the Services will be submitted to the **UK CHARTERED INSTITUTE OF ARBITRATORS (CIARB)** and settled by final and binding arbitration in England in accordance with the Rules of The Business Arbitration Scheme. The law and language of the arbitration shall be English. Judgment on any award issued under this provision may be entered by any court of competent jurisdiction.

# PART B: SERVICES



#### **B.1 - FLOCSAM PERFORMANCE**

Flocsam will aim to work to agreed timeframes and to a reasonable standard of professional skill & care.

#### **B.2 - USE OF SERVICES**

The Services are facilitative consultancy. Your company decisions and actions must not rely on the Services.

#### B.3 - TIMINGS

You are not reliant on performance on or before any specific date. Delays will not be a breach.

#### **B.4 - TERMINATION**

You can terminate at any time by telling Flocsam in writing. If you do, You will pay us fees for performed services, plus 30% of fees for unperformed services, plus expenses committed by Flocsam before you informed us of the termination.

### PART C: PROTECTIONS



- C.1.
- You must pay to Flocsam the Fees on or before the first working day after the end of the month in which falls the 30th day from the date of receiving an invoice. If You want to dispute an invoice, you must do so within 10 working days of invoice receipt.
- C.2.
- Because of the nature of the Services, Your sole remedy for non-performance of the Services or breaches by Flocsam of this contract is the right to dispute (and ultimately to reject) an invoice on the grounds that Services were not performed. You are not entitled to any other remedies or damages of any kind.
- C.3.
- Flocsam is not Your, nor Your Affiliates', employee. Flocsam has no authority to bind You or Your Affiliates.

# PART D: INFORMATION



#### D.1 TRANSFER

Unless we expressly agree otherwise in writing, You and Your affiliates will use the Services internally only. Neither You nor Your affiliates will sell, hire or otherwise grant to third parties access to the Services or Flocsam materials.

#### D.2 STORAGE

Flocsam will treat all information from You (including Services output) as confidential, store it in a single server, and delete it on Your request. This obligation continues for two years from the end of the Services.

#### D.3 3P IPR

Flocsam will not knowingly infringe any third party's intellectual property rights in performance of the Services.

#### D.4 DATA

Neither party expects substantive personal data processing. Each will inform the other if they think extra data processing measures or disclosures are needed in relation to the Services. We adhere to our privacy policy.