

Welcome to JML Services Digital Solutions!

These terms and conditions outline the rules and regulations for the use of JML Services Digital Solutions' Website, located at <https://jmlservicesdigitalsolutions.nl>.

By accessing this website, we assume you accept these terms and conditions. Do not continue to use JML Services Digital Solutions if you do not agree to take all of the terms and conditions stated on this page.

These terms and conditions apply to your use of every part of this website. Separate terms and conditions will apply to any website accessible via a hyperlink from this website.

Article 1 - Definitions

For the purposes of these terms and conditions, the following definitions apply:

- **JML Services Digital Solutions/Entrepreneur:** the user of the general terms and conditions;
- **Client:** the party that engages the services of JML Services Digital Solutions;
- **Agreement/Contract:** the agreements made between the Client and JML Services Digital Solutions regarding the work carried out by JML Services Digital Solutions for the Client.

"Client", "You" and "Your" refers to you, the person logging onto this website and compliant to the Company's terms and conditions. "The Company", "Ourselves", "We", "Our" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services, in accordance with and subject to, prevailing law of the Netherlands. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same.

Article 2 - Identity of the Entrepreneur

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Article 3 - Applicability

1. These general terms and conditions apply to every offer made by the entrepreneur and to agreements between entrepreneur and client.
2. Before the contract is concluded, the text of these general terms and conditions is made available to the client. If this is not reasonably possible, it will be indicated before the agreement is concluded that the general terms and conditions can be viewed at the

entrepreneur's premises and that they will be sent free of charge as soon as possible at the client's request.

3. If the contract is concluded electronically, the text of these general terms and conditions may be made available to the client electronically by way in such a way that it can be easily stored by the client on a durable data carrier, by way of derogation from the previous paragraph and before the distance contract is concluded. If this is not reasonably possible, it will be indicated before the contract is concluded where the general terms and conditions can be taken note of electronically and that they will be sent free of charge at the client's request by electronic means or by other means.
4. In the event that, in addition to these general terms and conditions, specific product or service terms and conditions also apply, the second and third paragraphs apply mutatis mutandis and, in the event of conflicting general terms and conditions, the client can always invoke the applicable provision that is most favourable to him.
5. If one or more provisions in these general terms and conditions are at any time wholly or partially null and void or are annulled, the agreement and these terms and conditions will remain in force and the relevant provision will be replaced immediately by a provision that approximates the purport of the original as much as possible.
6. Situations that are not regulated in these general terms and conditions must be assessed 'in the spirit' of these general terms and conditions.
7. Ambiguities about the interpretation or content of one or more provisions of our terms and conditions must be interpreted 'in the spirit' of these general terms and conditions.

Article 4 - The offer

1. If an offer has a limited period of validity or is subject to conditions, this will be explicitly stated in the offer.
2. The offer is non-binding. The entrepreneur is entitled to change and adjust the offer.
3. The offer contains a complete and accurate description of the products and/or services offered. The description is sufficiently detailed to allow a proper assessment of the offer by the client. If the entrepreneur uses images, they are a true representation of the products and/or services offered. Obvious mistakes or obvious errors in the offer are not binding on the entrepreneur.
4. All images, specifications and data in the offer are indicative and cannot be a reason for compensation or dissolution of the agreement.
5. Images accompanying products are a true representation of the products offered. The entrepreneur cannot guarantee that the colours displayed correspond exactly to the real colours of the products.
6. Each offer contains information in such a way that it is clear to the client what the rights and obligations are that are attached to the acceptance of the offer. This concerns in particular:
 - the price including taxes;
 - the cost of shipping, if any;
 - the manner in which the agreement will be concluded and what actions are required to do so;
 - whether or not the right of withdrawal applies;
 - the method of payment, delivery and execution of the agreement;
 - the period for acceptance of the offer, or the period within which the entrepreneur guarantees the price;
 - whether the agreement is archived after its conclusion and, if so, on which it can be consulted by the client;

- the way in which the client, before concluding the contract, can check and, if desired, rectify the data provided by them within the framework of the contract;
- any other languages in which, in addition to Dutch, the agreement can be concluded;
- the codes of conduct to which the entrepreneur has submitted and the manner in which the client can consult these codes of conduct by electronic means; and
- the minimum duration of the contract in the case of a long-term transaction.

Article 5 - The Agreement

1. Subject to the provisions of paragraph 4, the agreement is concluded at the moment of acceptance by the client of the offer and the fulfilment of the conditions set thereby.
2. If the client has accepted the offer by electronic means, the entrepreneur will immediately confirm receipt of the acceptance of the offer by electronic means. As long as the agreement of this acceptance has not been confirmed by the entrepreneur, the client can dissolve the agreement.
3. If the agreement is concluded electronically, the entrepreneur shall take appropriate technical and organisational measures to secure the electronic transfer of data and shall ensure a secure web environment. If the client can pay electronically, the entrepreneur will take appropriate security measures to this end.
4. The entrepreneur can - within legal frameworks - find out whether the client can meet their payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If, on the basis of this investigation, the entrepreneur has good reasons not to enter into the agreement, they are entitled, stating reasons, to refuse an order or request or to attach special conditions to the performance.
5. The entrepreneur will send the following information to the client with the product or service, in writing or in such a way that it can be stored by the client in an accessible manner on a durable data carrier:
 - the visiting address of the entrepreneur's establishment where the client can go with complaints;
 - the conditions under which and the manner in which the client can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
 - the information about warranties and existing after-sales service;
 - the information included in Article 4 paragraph 3 of these terms and conditions, unless the entrepreneur has already provided this information to the client before the execution of the agreement;
 - the requirements for termination of the contract if the contract has a duration of more than one year or is of indefinite duration.
6. In the case of a long-term transaction, the provision in the previous paragraph only applies to the first delivery.
7. Each agreement is entered into under the conditions precedent of sufficient availability of the products in question.

Article 6 - Right of withdrawal

In the provision of services:

1. In the case of delivery of services, the client has the option to dissolve the agreement without giving reasons for at least 14 days, starting on the day of entering into the agreement.
2. In order to make use of their right of withdrawal, the client shall comply with the reasonable and clear instructions provided by the entrepreneur at the time of the offer and/or at the latest at the time of delivery.

Article 7 - Costs in case of withdrawal

1. If the client makes use of their right of withdrawal, the costs of return will be borne by the client at most.
2. If the client has paid an amount, the entrepreneur will refund this amount as soon as possible, but no later than 14 days after withdrawal. However, this is subject to the condition that the product has already been received back by the merchant or conclusive proof of complete return can be submitted. Refunds will be made via the same payment method used by the client, unless the client expressly gives permission for a different payment method.

Article 8 - Exclusion of the right of withdrawal

1. The entrepreneur can exclude the client's right of withdrawal for products as described in paragraphs 2 and 3. The exclusion of the right of withdrawal only applies if the entrepreneur has clearly stated this in the offer, at least in good time before the conclusion of the agreement.
2. Exclusion of the right of withdrawal is only possible for services:
 - the delivery of which has commenced with the express consent of the client before the cooling-off period has expired.

Article 9 - The price

1. During the period of validity stated in the offer, the prices of the products and/or services offered will not be increased, except for price changes due to changes in VAT rates.
2. By way of derogation from the previous paragraph, the entrepreneur may offer products or services whose prices are subject to fluctuations in the financial market and over which the entrepreneur has no influence, with variable prices. This fact that there are fluctuations and the fact that any prices quoted are indicative prices are indicated in the offer.
3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of legal regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only permitted if the entrepreneur has stipulated this and:
 - they are the result of legal regulations or provisions; or
 - the client has the right to terminate the contract with effect from the day on which the price increase takes effect.
5. The prices mentioned in the offer of products or services include VAT.
6. All prices are subject to printing and typesetting errors. No liability is accepted for the consequences of printing and typesetting errors. In the event of printing and typesetting

errors, the entrepreneur is not obliged to deliver the product according to the incorrect price.

Article 10 – Conformity and Guarantee

1. The entrepreneur guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and the legal requirements existing on the date of the conclusion of the agreement. provisions and/or government regulations. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. A guarantee provided by the entrepreneur, manufacturer or importer does not affect the legal rights and claims that the client can assert against the entrepreneur under the agreement.
3. Any defects or incorrectly delivered products must be reported to the entrepreneur in writing within 2 months after discovery of the defect.
4. The entrepreneur's warranty period corresponds to the manufacturer's warranty period. However, the entrepreneur is never responsible for the ultimate suitability of the products for each individual application by the client, nor for any advice regarding the use or application of the products.
5. The warranty does not apply if:
 - the client has repaired and/or edited the delivered products themselves or has had them repaired and/or edited by third parties;
 - the delivered products have been exposed to abnormal conditions or have otherwise been treated carelessly or are contrary to the instructions of the entrepreneur and/or have been treated on the packaging;
 - the defect is wholly or partly the result of regulations that the government has imposed or will impose with regard to the nature or quality of the materials used.

Article 11 - Delivery and execution

1. The entrepreneur will exercise the utmost care when receiving and executing orders for products and when assessing applications for the provision of services.
2. The place of delivery is the address that the client has communicated to the company.
3. All delivery times are indicative. The client cannot derive any rights from any stated periods. Exceeding a term does not entitle the client to compensation.
4. In the event of dissolution in accordance with paragraph 3 of this article, the entrepreneur will refund the amount paid by the client as soon as possible, but no later than within 14 days after dissolution.
6. The risk of damage and/or loss of products rests with the entrepreneur until the moment of delivery to the client or a representative designated in advance and made known to the entrepreneur, unless expressly agreed otherwise.

Article 12 – Duration transactions: duration, cancellation and extension

Termination

1. The client can terminate an agreement that has been entered into for an indefinite period and that extends to the regular delivery of products (including electricity) or services at any time, taking into account the agreed cancellation rules and a notice period of no more than one month.

2. The client can terminate an agreement that has been entered into for a fixed period and which extends to the regular delivery of products (including electricity) or services at any time towards the end of the fixed duration, taking into account the agreed cancellation rules and a notice period. of a maximum of one month.
3. The client can cancel the agreements referred to in the previous paragraphs:
 - cancel at any time and are not limited to cancellation at a certain time or in a certain period;
 - at least cancel in the same manner as they were entered into by them;
 - always cancel with the same notice period as the entrepreneur has agreed for themselves.

Extension

1. An agreement that has been entered into for a fixed period and that extends to regular delivery of products or services, may not be tacitly extended or renewed for a specific period.
2. An agreement that has been entered into for a definite period and that extends to the regular delivery of products or services may only be tacitly extended for an indefinite period if the client may cancel at any time with a notice period of no more than one month and a notice period of a maximum of three months if the agreement extends to the regular, but less than once a month.

Duration

1. If an agreement has a duration of more than one year, the client may terminate the agreement at any time after one year with a notice period of no more than one month, unless reasonableness and fairness dictate against termination before the end of the agreed duration.

Article 13 – Payment

1. Unless otherwise agreed, the amounts owed by the client must be paid within 14 working days after the commencement of the reflection period referred to in Article 6, paragraph 1. In the case of an agreement to provide a service, this shall period after the client has received confirmation of the agreement.
2. The client has the obligation to immediately report any inaccuracies in payment details provided or stated to the entrepreneur.
3. In the event of non-payment by the client, the entrepreneur has the right, subject to legal restrictions, to charge the reasonable costs communicated to the client in advance.

Article 14 – Complaints procedure

1. The entrepreneur has a sufficiently publicized complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints about the implementation of the agreement must be submitted fully and clearly described to the entrepreneur within 2 months after the client has discovered the defects.
3. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeably longer processing time, the entrepreneur will respond within 14 days with an acknowledgment of receipt and an indication of when the client can expect a more detailed answer.

4. If the complaint cannot be resolved by mutual agreement, a dispute arises that is subject to the dispute settlement procedure.
5. In the event of complaints, a client must first contact the entrepreneur. It is also possible to register complaints via the European ODR platform (<http://ec.europa.eu/odr>).
6. A complaint does not suspend the obligations of the entrepreneur, unless the entrepreneur indicates otherwise in writing.
7. If a complaint is found to be well-founded by the entrepreneur, the entrepreneur will, at their discretion, replace or repair the delivered products free of charge.

Article 15 – Disputes

1. Agreements between the entrepreneur and the client to which these general terms and conditions relate are exclusively governed by Dutch law. Even if the client lives abroad.
2. The Vienna Convention on the International Sale of Goods does not apply.

Article 16 – Additional or deviating provisions

Additional provisions or provisions that deviate from these general terms and conditions may not be to the detriment of the client and must be recorded in writing or in such a way that they can be stored by the client in an accessible manner on a durable data carrier.

If you have any other queries or concerns regarding your use of this website or these terms and conditions, please contact us on info@jmlservicesdigitalsolutions.nl.