ARTICLE 1 - DEFINITIONS

1.1 The capitalized terms listed below have the following meaning in this General Terms and Conditions:
- Content: the data and other information provided by Stabiplan to the Other Party, which is available for use and/or to be used in the Software;
- User: a staff member of the Other Party or customers of the Other Party that use the Software or the Service, or the natural person that uses or uses and/or uses the Websites, of the Other Party, whether or not pursuant to a Contract.
- Supplier: the party that provides the Software or Hardware to Stabiplan and/or to the Other Party and/or to a third party, whether for use and/or to be used in the Software or the Service;
- Contract: the contract concluded by Stabiplan with the Other Party for the purpose of providing Software, Services, Content and/or maintenance and/or service and maintenance, consisting of an order and/or an order confirmation and/or the General Terms and Conditions.
- Service: a service provided on the Website, and disclosed by means of an on-line Stabiplan Account in the form of Software (as a Service), Content or otherwise.
- Software: computer software in object code (without access to the source code), whether or not in the form of a software application and including the relevant documentation.
- Subscription: Software, Services, Content and/or Information provided to the Other Party and the Other Party on duration, payment and termination of the Contract, based on the principle that Stabiplan and the Other Party will conclude a new contract, each time for a specific period until either of the Parties terminates the Contract.
- Website: the website www.stabiplan.com and/or www.mepcontent.eu and possible successors on which the Service and/or Content stipulated in a Contract is available.

ARTICLE 2 - GENERAL PROVISIONS

2.1 Stabiplan is entitled to amend these General Terms and Conditions and the Privacy Statement unilaterally at all times. The amendments adopted to the General Terms and Conditions will apply between Stabiplan and the Other Party each time.

2.2 The Other Party is not entitled to transfer any rights or obligations pursuant to the Contract or the full Contract to a third party without obtaining written permission from Stabiplan in advance.

2.3 Stabiplan shall be concluded with the Other Party to which the General Terms and Conditions apply and the conditions have been drawn up in another language than the Dutch language; the Dutch version of these General Terms and Conditions shall prevail in case the Dutch version of the General Terms and Conditions deviates from the foreign-language version.

2.4 Offers by Stabiplan are valid for 30 days after dispatch by Stabiplan, unless the offer states otherwise.

2.5 The renewal commitment costs have been increased once a year by an indexation based on the price index for business services as it was published most recently in the country in which Stabiplan is located. The percentage by which the Stabiplan’s costs have increased. This indexation may vary for the period of the renewal commitment.

2.6 If documents are attached to an offer or a quote these will at all times remain the property of Stabiplan and these must be returned to Stabiplan at its request and in the manner specified by Stabiplan at the expense of the Other Party. These may not be multiplied or provided to third parties for inspection without consent of Stabiplan.

2.7 The Other Party is not entitled to suspend its obligations or to exercise a right of retention.

2.8 Stabiplan can engage third parties to perform the Contract. Related costs will be invoiced to the Other Party in accordance with the quotes provided.

2.9 Stabiplan will process the data of the Other Party, Stabiplan and the Other Party undertake, as regards to collection and/or processing and/or dissemination of personal data, to comply with the legal regulations applicable to the processing of said data under personal data protection according to the Dutch Personal Data Protection Act (Wet bepalingen ten gehalte van de Persoonsgegevens (Wbpge), WPge) and European law. A separate Privacy Statement will be provided to the Other Party and submitted for approval if required. In the event of a privacy controller, it has to determine personal data processing to the relevant national authority in Belgium and/or the Netherlands. As a result, the Other Party grants Stabiplan a general power of attorney, to specify or identify a physical person whose personal data would be collected or processed by the Service, Software or Website. The Other Party is responsible for ensuring that Stabiplan may in connection with the data provided by the Other Party during the use of the Service, Software or Website, including those arising from the processing of said data as far as the security of the systems of Stabiplan is violated and this leads to a considerable risk of serious adverse consequences, or has serious adverse consequences for the protection of any processed personal data (ca-so-called ‘serious and substantial’ or art. 29 GDPR); Stabiplan shall act as soon as possible after discovery of supervisory bodies and stakeholders. Subject to consent, Stabiplan may take all reasonable steps to implement effective controls in order to provide reasonable guarantees regarding the data processing and to ensure the integrity and confidentiality of the data embedded in the Services, Software or Website.

ARTICLE 3 - PAYMENT

3.1 Payment of the agreed compensation must be effected prior to delivery, except for the compensation for delivery of Software that will only be invoiced after the delivery by Stabiplan.

3.2 Stabiplan is entitled to request at or after having concluded a Contract and before performance or continued performance, additional security from the Other Party to guarantee that both payment and other obligations will be met.

3.3 Prices of Stabiplan apply exclusive of VAT and in Euros unless stated otherwise.

3.4 A payment term of thirty (30) days from the invoice date applies to the orders specified in the above-mentioned Service and/or Content.

3.5 Any extra-judicial collection costs will be recovered from the Other Party and will be at least 15% of the total sum due.

ARTICLE 4 - INSPECTION

4.1 Stabiplan is entitled to inspect the Software, Services and Content at any time and/or times at its discretion for any unauthorized use thereof.

4.2 On termination of the Contract the Other Party is bound to provide all required collaboration in inspection at the request of Stabiplan to provide access to its systems. Costs of inspections will be be the expense of Stabiplan, unless it has been ascertained that the Other Party did not meet its obligations towards Stabiplan.

ARTICLE 5 - INTELLECTUAL PROPERTY

5.1 Any IP rights or materials that have been developed and/or provided by Stabiplan pursuant to the Contract, such as Software, Services, Content, product specifications, or drawings, designs, schematics, and the likes, are exclusively vested in Stabiplan or its licensors, unless explicitly stated otherwise in a written agreement.

5.2 Property rights on Software, Services or Content will never be transferred to the Other Party, but only rights of use will be granted by Stabiplan to the Other Party or its, its patent, copyrights, database rights, trade secrets, trade names, trade marks (whatever registered or unregistered), or any other rights or Licenses in respect of Software or any related documentation.

5.3 Stabiplan grants the Other Party, which accepts from Stabiplan, for the duration of the Contract, a License of use in respect of the Software (including Software in the form of a Service) and/or Content, for the features for which the Software/Content has been developed, to be used internally within the normal professional practice or business operations of the Other Party, only to be used in the place of business of the Other Party. The right of use is limited to the customary intended use of the Software/Content. The License also includes the following that may have been provided to the Other Party: copyright protection (such as software and hardware lock), libraries, carriers, and documentation.

5.4 The compensation that has been agreed by the Parties for the Software/Content shall be non-transferable for the Software/Content or for the Software/Content with the exception of the Original Supplier’s terms and conditions as regards to provision of Software based on Subscription, the terms and conditions that have been agreed by the Original Supplier and its Suppliers in respect of duration and extension will apply to the Software/Content and/or the Software/Content in the event of termination of the Software/Content. The Software/Content and/or the Software/Content in the event of termination of the Software/Content will comprise the right to grant sublicences, leases, sub-licenses, or any other rights or Licenses in respect of Software or any related documentation, to third parties based on Subscription, the terms and conditions that have been agreed by the Original Supplier and its Suppliers in respect of duration and extension will apply to the Software/Content and/or the Software/Content in the event of termination of the Software/Content.

5.5 The license is not exclusive, not transferable and does not comprise the right to grant sub-licenses. It is not allowed to hire out the Software/Content or to provide it to third parties in any other manner, whether or not for payment. The License is linked and strictly limited to the number of users listed in it and/or the functionalities that relate to the products provided by Stabiplan.

5.6 and if in so far as the Software/Content originates from a supplier, the License terms and conditions of the relevant Supplier shall be communicated to the Other Party, as the Supplier’s terms and conditions also apply to the use of the Software/Content. If and when the License terms and conditions of the Supplier are stricter than the terms and conditions of these General Terms and Conditions, the License conditions of the Supplier will apply. Therefore, the Other Party hereby irrevocably accepts and acknowledges the application of the Supplier’s terms and conditions in respect of duration and extension. Consequence, termination by the Other Party in respect of provision of Software or Services by Stabiplan will take place on the same terms and conditions as termination by Stabiplan to its Supplier.

6.1 The Other Party is bound to provide all required collaboration in inspection at the request of Stabiplan to provide access to its systems. Costs of inspections will be be the expense of Stabiplan, unless it has been ascertained that the Other Party did not meet its obligations towards Stabiplan.

6.2 Costs of a service and maintenance contract are due and payable in advance for the next period and are subject to the terms mentioned in the Service and/or Maintenance contract. Invoices will be issued for the first time upon provision proportionally to the remaining calendar year. Subsequently, invoices will be issued for the same amount at the end of each calendar year for a period of twelve (12) months.

6.3 When a Contract has been concluded with the Other Party to which a software license has been agreed for a similar period, until the Contract will be terminated by either of the Parties.

6.4 If the Contract party or parties based on Subscription, the service subscription - if any - that relates to the products provided by the Supplier to Stabiplan, will be automatically extended after the initial period with a similar period, the extended period will be terminated (ultimately three days before extension will take place). Notice of termination of the Contract is required to be given in writing within 30 days after the end of the current period, to allow Stabiplan to give notice of termination of the service subscription. The service subscription will be extended for a period of three (3) days after the start of the extension period.

6.5 In any case, termination of the services or products of Stabiplan will only be possible if and in so far as the underlying services or products of the Supplier can be terminated on the same end date by Stabiplan.

6.6 Stabiplan is entitled at all times to charge the costs of the service subscription from its Supplier to the Other Party during the full duration. The compensation is non-transferable. The compensation in advance by the Other Party to Stabiplan at the start of each period.

6.7 If the Supplier suspends its obligations or terminates the provision of products or services, Stabiplan will no longer be liable to the Other Party, unless suspension or termination is attributable to Stabiplan, the Other Party did not fail to meet any obligation.

ARTICLE 8 - SERVICE AND MAINTENANCE CONTRACT

8.1 The following paragraphs apply to a Contract aimed at service and maintenance of the Software, Services, Content or other products of Stabiplan.

8.2 A service and maintenance contract are due and payable in advance for the next period and are subject to the terms mentioned in the Service and/or Maintenance contract. Invoices will be issued for the first time upon provision proportionally to the remaining calendar year. Subsequently, invoices will be issued for the same amount at the end of each calendar year for a period of twelve (12) months.

8.3 The costs of the work of the Software, Services or Content will be at the expense of the Other Party. If work is required or performed at the request of the Other Party, the Software, Services or Content caused by physical or digital violation by third parties, by unauthorized use, by insufficient security measures, by using inadequate or obsolete application programs that must remain at the risk and expense of the Other Party.
8.5 Stabiplan sets the following requirements on the Other Party:
- The Other Party will grant access on request to the location of the staff members or must execute work or will enable that service provision can be executed remotely.
- Hardware must be well-accessible for the staff members in order to execute work.
- The Other Party shall not alter the Software or parts of it.
- The Other Party will guarantee that the actual users of the Software will be sufficiently skilled (e.g. by attending training sessions from Stabiplan).
- The Other Party will meet its obligations from the Contract and the General Terms and Conditions.
- The Other Party will guarantee that the Hardware meets and continues to meet the minimum requirements. The Other Party acknowledges that Stabiplan may disclose in the contract in respect of outdated operating systems or will be unable to guarantee this anymore. The same applies to outdated versions of the Software, as stipulated in the license agreement. Stabiplan is entitled to discontinue Maintenance in respect of outdated versions. Stabiplan will indicate from time to time what versions of the Software will still qualify for Maintenance.

8.6 A complaint by the Other Party will only be investigated provided:
- the Other Party has used the ultimate procedure to report the complaint that was communicated by the Supplier and/or Stabiplan to it;
- it is reproducible;
- the Other Party has effected all alterations and additions that might have been needed for the respective performance;
- the Other Party provides any information deemed necessary by Stabiplan about the circumstances in which the flaw occurred;
- a maintenance Contract was concluded in respect of the Software or if a User sees applies that includes maintenance, in the absence of which work will be charged at the current rate.

ARTICLE 9 - TRAINING SESSIONS
9.1 Cancellation of a training session or course must be effectuated in writing. The following cancellation costs will apply:
- up to five (5) work days before the start: 50% of the total costs of the training course/session;
- within five (5) work days before the start or after the start: 100% of the costs of the training course/session, for which non-attendance without further notice will be considered to be forbidden by Stabiplan;
- when cancellation takes place within five (5) work days before the start or after the start at the same time of registration for the same training course/session at a later date: 50% of the training course/session costs in respect of the cancelled training course/session. The new training course/session will be charged at 100% of the training course/session costs anew.

9.2 Stabiplan offers training courses based on e-learning. These training courses will be person-related at all times. The Parties can only agree in writing that a company-related course will be provided.

ARTICLE 10 - WARRANTY

10.1 Without observance of the restrictions listed below, Stabiplan warrants for a period of three (3) months that the Software provided for use by Stabiplan will be in accordance with the specifications, characteristics and features that Stabiplan has provided in writing. Stabiplan will detect and repair free of charge any flaws in the Software that occur during the warranty period. Recovery of mutilated or lost data is not covered by the warranty. Stabiplan will never be liable to Stabiplan for all costs and damages suffered by Stabiplan as a consequence thereof.

10.2 Stabiplan will not warrant products, Software, Content, parts or additions that have been procured from third parties for a longer period than warranted by its Supplier to Stabiplan. Stabiplan cannot be held responsible for the substance, accuracy or accessibility of the Software, Content, products, parts and additions that Stabiplan procures from third parties (such as Suppliers).

10.3 The warranty will lapse if the Other Party and/or third parties engaged by it will use the provided services or products in an unauthorized manner.

10.4 The warranty will also lapse if the Other Party and/or third parties engaged by it will use the provided services or products for an unauthorized purpose.

10.5 In the event of any loss or damage to the Other Party’s data, Stabiplan’s sole and exclusive remedy shall be for Stabiplan to use standard efforts to restore the lost or damaged data from the latest back-up of the Other Party’s data maintained by Stabiplan. Stabiplan shall not be liable for any loss, destruction, alteration or disclosure of the Other Party’s Data caused by any third party.

ARTICLE 11 - DURATION AND TERMINATION OF THE CONTRACT

11.1 Unless agreed otherwise in writing, the Contract will be entered into for the duration of twelve (12) months. Next, the Contract will be extended automatically each time up to the end of the current calendar year, and, subsequently, again by a year, until the Contract will be terminated with a notice period of three months before the end of the current calendar year.

11.2 Each Party is entitled to terminate the Contract extra-judicially if the other party attributable fails to meet its obligations pursuant to the Contract and does not remedy such failure within a reasonable term after receiving proper notice of default in writing. Termination does not release the Other Party from any payment obligation in respect of performances that Stabiplan has already delivered properly, unless Stabiplan defaults in respect of such performance.

11.3 The Parties are entitled to terminate the Contract with immediate effect, without any further notice of default being required and without them becoming liable for compensation of Other Party. If that Party has been granted a preliminary of final suspension of payment, if that Party’s bankruptcy has been filed, if an attachment was made on the property or part of the property of that Party, or if the company of that Party is wound up or discontinued.

11.4 After termination of the Contract, for any reason whatsoever, the Other Party will immediately refrain from using the Software and/or the Contract, will remove the Software and/or the Contract permanently from any Hardware and will return all carriers with Software that it owns to Stabiplan.

ARTICLE 12 - LIABILITY

12.1 The Other Party undertakes sole responsibility for the results obtained following the use of the Software, Services and Content by the Other Party.

12.2 Stabiplan is not liable for any direct or indirect damage to the Other Party or third parties, including consequential damage, lost profit, loss of data and immaterial damage, except for in so far as the relevant damage was caused by intent or deliberate recklessness of Stabiplan or its directors.

12.3 In particular, Stabiplan is not liable for any inaccuracies or other flaws in the Content. The Other Party must always verify such information itself for accuracy and completeness by means of other official sources. Stabiplan shall have no liability for any damages caused by errors and omissions of any information or instructions that Stabiplan has provided to the Other Party in connection with the Software, Services and Content or as result of any action taken by Stabiplan at the Other Party’s instructions.

12.4 If Stabiplan were to be liable to the Other Party, the scope of liability – when it ensues from or is related to the provision of Software (not provided as a Service) – is limited to the total sum of the relevant order with a maximum of € 25,000 per incident or series of connected incidents. When the liability ensues from or is related to the use of a Service, the total liability of Stabiplan is limited to a sum of € 1,000 per incident or series of connected incidents. Said exclusions and limitations of liability do not apply in case of intent or gross negligence of Stabiplan or its directors.

12.5 A claim for compensation of damages will lapse by the mere lapse of twelve (12) months after the inception of the claim.

ARTICLE 13 - COMPLAINTS AND PROTESTS

13.1 Complaints, if any, including those in respect of invoices, will only be processed by Stabiplan if they reached Stabiplan in writing directly within eight (8) days after delivery of the relevant performance, or within eight (8) days after which a defect could have been identified within reason, stating precisely the nature and ground for the complaint.

13.2 After lapsing the time limit for complaints, the Other Party will be deemed to have approved the provided services or products, or the invoice, respectively, and the right to comply about a performance or fail to perform will not be maintained.

13.3 The Other Party shall never be entitled to suspend compliance with its obligations.

ARTICLE 14 - CONFIDENTIALITY AND NON-COMPETITION

14.1 The Parties will observe mutual confidentiality in respect of all data of which they learned in a relation that is subject to the present Terms and Conditions (including the offer and/or order confirmation with annexes, if any), and of which it is clear, within reason, that these are confidential data.

14.2 The Other Party is not allowed to conclude an employment contract with any of the employees or former employees of Stabiplan during and within 12 months after the end of a Contract with Stabiplan, or to employ this person in any other manner whatsoever, unless such is approved by Stabiplan in writing.

14.3 Upon violation of this Article the Other Party shall forfeit an immediately due and payable fixed compensation of damages, without judicial intervention being required, of € 25,000 plus a penalty of € 5,000 per day for each day the violation continues, without prejudice to the right to claim full compensation of damages instead.

ARTICLE 15 - USERS

15.1 If a User uses Content without having concluded a Contract with Stabiplan, these General Terms and Conditions will apply, as a User can only access to and use Content after prior acceptance of the applicability of these General Terms and Conditions during the log-on procedure, unless the nature or substance of a provision dictates otherwise. In that case, ‘Other Party’ must be always read as ‘user’. The provisions on Intellectual Property – including the relevant penalty clause – and liability explicitly apply. Content can only be used after prior acceptance of the applicability of these General Terms and Conditions during the log-on procedure. Acceptance during the log-on procedure will constitute conclusive evidence between Stabiplan and the User of the applicability and receipt of the General Terms and Conditions.

15.2 If and in so far as the Other Party allows its staff members to use the Software, Services and/or Content as a User within the meaning of this Contract, the Other Party undertakes to provide these General Terms and Conditions to the User prior to the use. If and in so far as the Other Party fails to do so, the Other Party will be liable to Stabiplan for costs and damages suffered by Stabiplan as a consequence thereof.

ARTICLE 16 - MISCELLANEA

16.1 The Other Party agrees to use the Software, Services and/or Content exclusively for purposes that are in accordance with the Contract between the Other Party and Stabiplan, and which are not contrary to legislation and regulations.

16.2 Provisions which by their nature are intended to endure beyond the termination of this Contract, will remain in full force after termination.

16.3 Dutch law exclusively applies to all offers and Contracts by Stabiplan and the performance thereof.

16.4 Any disputes that ensue from or are related to a Contract will be settled by the District Court of The Hague, or another court at the discretion of Stabiplan in so far as the Other Party is established outside the Netherlands.