

## **GENERAL TERMS AND CONDITIONS Jussi Megens (Online) Media**

### **Article 1 Definitions**

Jussi Megens (Online) Media located in Coin, Malaga, Spain N.I.F.: Y4312930F, referred as a service provider in these general terms and conditions.

The other party of the service provider is referred to as the client in these general terms and conditions.

Parties are service provider and client together.

The agreement refers to the agreement to provide services between the parties.

### **Article 2 Applicability of general terms and conditions**

These terms and conditions apply to all quotations, offers, activities, agreements and deliveries of services or goods by or on behalf of the service provider.

Deviation from these terms and conditions is only possible if this has been explicitly agreed in writing by the parties.

The agreement always contains best efforts obligations for the service provider, not obligations for results.

### **Article 3 Payment**

Invoices must be paid within the statutory 30 days after the invoice date, unless the parties have made other agreements about this in writing or a different payment term is stated on the invoice.

Payments are made without any recourse to suspension or settlement by transferring the amount due to the bank account number specified by the service provider.

If the client does not pay within the agreed term, he will be in default by operation of law, without any reminder being required. From that moment on, the service provider is entitled to suspend the obligations until the client has fulfilled its payment obligations.

If the client remains in default, the service provider will proceed to collection. The costs related to that collection will be borne by the client. If the client is in default, he also owes the service provider statutory (commercial) interest, extrajudicial collection costs and other damage in addition to the principal sum. The collection costs are calculated on the basis of the Decree on compensation for extrajudicial collection costs.

In the event of liquidation, bankruptcy, seizure or suspension of payment of the client, the claims of the service provider on the client are immediately due and payable.

If the client refuses to cooperate with the performance of the assignment by the service provider, he is still obliged to pay the agreed price to the service provider.

### **Article 4 Offers and quotations**

The offers / quotations of the service provider are valid for a maximum of 1 month, unless a different term of acceptance is stated in the offer. If the offer is not accepted within that period, the offer will lapse.

Delivery times in quotations are indicative and do not entitle the client to dissolution or compensation if they are exceeded, unless the parties have explicitly agreed otherwise in writing.

Offers and quotations do not automatically apply to repeat orders. Parties must agree explicitly and in writing.

### **Article 5 Prices**

The prices stated on offers, quotations and invoices from the service provider are exclusive of VAT and any other government levies, unless explicitly stated otherwise.

The prices of goods are based on the cost prices known at that time. Increases thereof, which could not be foreseen by the service provider at the time of making the offer or the conclusion of the agreement, may give rise to price increases.

With regard to the service, the parties can agree on a fixed price when the agreement is concluded.

If no fixed price has been agreed, the rate for the services can be determined on the basis of the hours actually spent. The rate is calculated according to the usual hourly rates of the service provider, valid for the period in which he performs the work, unless a deviating hourly rate has been agreed.

If no rate has been agreed on the basis of the hours actually spent, a target price will be agreed for the service, whereby the service provider is entitled to deviate from this up to 10%. If the target price is more than 10% higher, the service provider must inform the client in good time why a higher price is justified. In that case, the client has the right to cancel a part of the order that exceeds the target price plus 10%.

#### **Article 6 Price indexation**

The prices and hourly wages agreed when entering into the agreement are based on the price level applied at that time. The service provider has the right to adjust the fees to be charged to the client annually on 1 January.

Adjusted prices, rates and hourly wages are communicated to the client as soon as possible.

#### **Article 7 Provision of information by the client**

The client makes all information available that is relevant for the execution of the assignment  
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