Terms and Conditions

Article 1. Company Details
These Terms and Conditions apply to:
IPMT EUROPE
Spilsluizen 5
9712 NR Groningen Netherlands

CCI: 98552406
VAT: NL005341817B24

info@iptmbenelux.com

Article 2. General

2.1. These terms apply to every agreement between IPMT EUROPE
(hereafter: "Contractor") and the client.
2.2. Any deviations from these terms are only valid if expressly agreed in writing or by email.
2.3. These terms also apply to any agreements requiring involvement of third parties by the Contractor.
2.4. Any purchasing or other terms of the client are expressly rejected.
2.5. If any provision is null and void or annulled, the remaining provisions remain in full force. Contractor and client will consult to replace such provision with one reflecting its purpose and intent as closely as possible.

Article 3. Offers and quotations

3.1. All offers and quotations are non-binding.
3.2. Offers do not automatically apply to future assignments.
3.3. Obvious errors or mistakes on the website or in agreements do not bind the Contractor.

Article 4. Formation of the agreement

4.1. The agreement is formed when the client accepts the Contractor's offer verbally, by email, or in writing.
4.2. Once the agreement is formed, cancellation of the assignment is not possible.

Article 5. Execution of the agreement

5.1. On behalf of the client, Contractor applies to register the domain name. Registration is in the client's name; the client becomes the holder and has the usage rights, not the Contractor.
5.2. Contractor is not responsible for how the registering authority fulfils its obligations. Contractor acts only as an intermediary.
5.3. Domain registration is subject to the additional terms and rules of the registering authority. The authority decides on approval; Contractor cannot be held liable if rejected or unavailable. Availability information is indicative only.
5.4. Contractor cannot be held liable if the domain becomes unavailable between order and registration.
5.5. Contractor forwards the domain name to the client's existing website.
5.6. Contractor does **not** provide hosting.
5.7. After successful registration and forwarding, Contractor will notify the client by email.

Article 6. Delivery times

6.1. Specified delivery times are indicative, not strict deadlines.
6.2. If delayed by circumstances beyond Contractor's control (see Article 15), the period extends accordingly.
6.3. Delay does not entitle the client to compensation, dissolution, or any claim, unless due to Contractor's intent or gross negligence.

Article 7. Client obligations

7.1. Client must provide all data requested by Contractor, or which client reasonably should understand are needed, on time.

7.2. Client must refrain from actions preventing proper performance.
7.3. Registration is in the client's name; client is fully responsible for use.
7.4. By registering, client accepts the registering authority's terms and must comply;
Contractor is not liable for consequences if not complied with.
7.5. Client is responsible for domain hosting.
7.6. Client warrants that registration does not infringe third-party rights.
7.7. Client indemnifies Contractor against third-party claims resulting from the agreement.
7.8. Client must promptly inform Contractor in writing or by email of address changes.
7.9. If client fails to meet obligations, client is liable for all resulting damage.

Article 8. Prices and costs

8.1. Changing registration details may incur extra costs.
8.2. All prices are exclusive of VAT.

Article 9. Invoicing and payment

9.1. Invoicing occurs after registration; invoices are sent by email.
9.2. Payment is due within 14 days of invoice date.
9.3. Late payment triggers reminders; continued non-payment incurs €25 admin fee and
statutory interest. Collection costs after default are 15% of principal (min. €100).
9.4. Payments apply first to interest and costs, then to oldest outstanding invoices, even if
client specifies otherwise.
9.5. In liquidation, bankruptcy, seizure, or suspension of payments, Contractor's claims
become immediately due.
9.6. Non-payment after reminders entitles Contractor to cancel the registration or register the
domain in its own name.

Article 10. Duration

10.1. Registration lasts one year. Renewal requires timely payment of the next year's invoice.
Non-payment implies client does not wish to renew; Contractor will cancel the registration.

Article 11. Intellectual property

11.1. Client indemnifies Contractor against third-party claims relating to IP rights on
provided materials. Contractor cannot be held liable for infringement.
11.2. Contractor does not research existing copyrights or trademarks.

Article 12. Complaints and limitation

12.1. Complaints must be promptly submitted in detail so Contractor can respond.
12.2. Client must allow Contractor to investigate and, if possible, correct.
12.3. If correction is impossible, Contractor's liability is limited (see Article 14).
12.4. Claims expire if not submitted within one year.

Article 13. Suspension and dissolution

13.1. Contractor may suspend or dissolve if:

- After agreement, learns client may not fulfil obligations;
- Client is granted suspension of payments;
- Client is bankrupt;
- Client is under debt restructuring;
- Client's business is liquidated.
  13.2. Upon dissolution, Contractor's claims become immediately due.
  13.3. Contractor is not liable for damage from suspension or dissolution.

Article 14. Liability

14.1. Contractor is not liable for damage from force majeure (see Article 15) or client's acts/omissions.
14.2. Contractor is not liable for damage from incorrect/incomplete client data.
14.3. Contractor depends on third-party services; not liable for related damage.
14.4. Contractor is not liable for domain loss or earlier third-party registration.
14.5. Contractor is not liable if client breaches agreement, these terms, or the law.
14.6. Contractor is never liable for indirect damage (lost profit, etc.).
14.7. Liability is limited to insurance payout; if none, to the invoice amount.

Article 15. Force majeure

15.1. Includes: war, riots, fire, flood, government measures, equipment failure, and unavailability of systems.
15.2. Also includes supplier defaults.

Article 16. Confidentiality and data

16.1. Both parties must keep confidential information secret.
16.2. Client understands registration data may appear in public registers.
16.3. Contractor processes personal data per applicable laws; will not disclose except as

below.
16.4. Contractor may share data:

- With consent;
- By law or court order;
- To protect Contractor's rights/property;
- To prevent crime or protect state security;
- On suspicion of fraud;
- Where necessary to perform the agreement.
  16.5. Required disclosure by law or court order does not make Contractor liable.

Article 17. Governing law and jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Netherlands.

Any disputes arising out of or in connection with this Agreement shall be submitted to the competent courts located in the Netherlands.