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## GENERAL TERMS AND CONDITIONS

Revised August 1, 2011

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### **QUOTATIONS**

All quotations are valid for a period of 30 days, unless stated otherwise in the quotation.

### **INSTALLATION COST**

The first two (2) hours of installation are free of charge for software purchases of Afl. 3,000.00 and more.

### **TRAINING**

Training can either be given at our office by means of regular courses or via on-site training. Our regular courses have a fixed price per person per day. For on-site training we charge our regular hourly rate of Afl. 190,00/hour.

### **TELEPHONE SUPPORT**

The first three (3) months after the date of installation we offer free telephone support! Please note though that this offer is only valid for new customers who are not using other software from AS Aruba already. After these three (3) months we offer the customer a "Telephone Support Subscription", costing Afl. 50.75 per month, for a minimum period of six (6) months. When telephone support is given to a customer who is not subscribed to this service, Afl. 35.55 charged per support call

### **REGULAR SUPPORT**

Besides telephone support, further (on-site) support is given against the following rates:

During office hours from 08:00 A.M. to 17:00 P.M.	100%
Saturdays and weekdays after 17:00 P.M.	150%
Sundays and holidays	200%
Hourly rate (including BBO surcharge)	Afl. 190.00
Hourly rate Bert Vermaas (including BBO surcharge)	Afl. 225.00

During office hours a minimum of a half hour (0.5 hour) is charged; In the weekends this minimum is one hour (1 hour). If an appointment for on-site support is cancelled by the customer within one hour of start of the appointment, the minimum of a half hour (0.5 hour) is charged.

## **COMMUNICATION**

We kindly, but strongly request the client to always send your email to the official mail account the consultant has at AS Aruba, like for instance [bert@asaruba.com](mailto:bert@asaruba.com) and to always call the office at 5837072 to get in contact with your consultant.

Only after office hours for urgent matters, the client can reach us at cellular no. 597-1700 597-1701, 597-1702, 597-1703 and 597-1704, 597-1708.

## **ORDER PLACEMENT / PAYMENT / INSTALLATION FOR EXISTING CLIENTS**

A customer's order is only placed after signing the related contract(s) and the **immediate payment** of 70% of the license value including the maintenance contract.

The product will be ordered after we have received this payment. The balance of 30% should be paid at the time of installation/delivery of the product. Installation will take place within two weeks after the confirmation of the order, unless stated otherwise in the quotation.

## **ORDER PLACEMENT/PAYMENT/INSTALLATION FOR NEW CLIENTS**

For a company to get credit, he/she must show an ORIGINAL document from the chamber of commerce, showing that the company is already doing business under its current name for at least two years.

## **MAINTENANCE CONTRACT**

The maintenance contract gives you the right to all upgrades and updates during the year paid for. These upgrades include improvements and changes due to new laws, new technology, customer suggestions etc.

By **Payroll Pro** and **Custom Pro** new customers pay the maintenance fee for the remainder of the current year. The renewal date is always the 1<sup>st</sup> of January. The new maintenance contract will be invoiced in the month before the renewal date. The maintenance contract for the new year has to be paid before "year closing" of the current year.

By **EXACT**, **Commence** and **M-Files** the maintenance contract is valid as per the date of purchase, customers pay the maintenance for an entire year in advance and the renewal date will always be this same date of purchase. The new maintenance contract will be invoiced in the month before the renewal date.

## **GENERAL TERMS SUPPLIERS**

All general terms, including license agreements and maintenance contracts of the supplier of the software resp. Gamma, Exact, Commence and M-Files are implicitly part of our general terms and a copy can be requested separately at our offices.

## **CANCELLATIONS**

Once a customer has confirmed an order by signing and paying it, this order can **not** be canceled.

(orders placed with the suppliers of AS Aruba can not be canceled).

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If a customer has already signed the order form, but has not paid yet and he/she wishes to cancel this order, this customer will be charged 20% of the total license value, as administration costs.

The total license value consists of the purchase fee of the individual modules including the maintenance fee of all modules for a period of one year.

If a customer wishes to discontinue the yearly maintenance contract, the customer has to send us a **written confirmation of this cancellation at least three (3) months before the renewal date.**

If a customer has canceled his maintenance fee in the past and wants us to reactivate the maintenance contract, 35% of the total maintenance contract value will be charged as administration cost. Furthermore, all maintenance fees from the contract year of cancellation up to and including the contract year of renewal need to be paid in full. The total maintenance contract value is the sum of the maintenance fees of all modules over a period of one year.

### **LIABILITY**

AS Aruba can not be held responsible for the use of any software related to law, regulations and obligations, like proper settlement of taxes, etc. It is the responsibility of the client to have a proper backup of data files at all times. Therefore, AS Aruba can not be held liable in case of accidental data loss during work performed by employees of AS Aruba or data loss due to system malfunctions (neither hardware nor software)

### **GENERAL PAYMENT CONDITIONS**

Unless mentioned otherwise all invoices have to be paid within fifteen (15) days of invoice date. We will charge two percent (2%) interest per month for all overdue invoices. All legal expenses that will be made for collection of an invoice will be charged to the customer.

Any remarks and or complaints with respect to an invoice will have to be made in writing within fifteen (15) days of invoice date. After this, the invoice is implicitly approved by client. If a client has invoices outstanding for more than sixty (60) days, he/she will temporarily not be eligible for support until those invoices have been paid in full, including interest charges. If a client has invoices outstanding for more than ninety (90) days, he/she will temporarily not be eligible for support until those invoices have been paid in full, including interest charges. Furthermore, in this case, all future business will be conducted on a 'cash' basis.

**For AS Aruba N.V.**

Aruba,

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**For Client**

Signed : \_\_\_\_\_

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