

General terms and conditions Skondras Customer Care

Skondras is a commercial name. The legal name of the company may vary.

1. These general terms and conditions (hereinafter: Conditions) apply to all offers, quotations, advice, agreements, work and in general to all relations with clients and potential clients of Skondras. Terms and conditions of clients are excluded.
2. Skondras provides customer support solutions for companies in all sectors and can take over all or part of this support from the customer.
3. Skondras gives no guarantee in advance about the SLAs, KPIs or other objectives to be achieved. It is a best-efforts obligation.
4. Skondras does not accept liability unless there is intent, gross negligence or failure to fulfil essential obligations under the contract, except in cases of force majeure. Liability for indirect damages (such as loss of profit, loss of income, economic loss or third-party claims) is excluded. Compensation for damages will be limited to a maximum of the agreed rate for the last six months of the agreement, if Skondras' insurer does not provide coverage or if the amount paid out is lower than the proven damages.
5. The Agreement and any different agreements signed in writing (such as proposals, offers, framework agreements, processor agreements, addenda) take precedence over these Terms.
6. New orders or changes to the agreement must be agreed in writing in advance; fees may be charged for this.
7. Skondras reserves the right to refuse requests for extension or reduction of services, unless otherwise agreed. Quotes by Skondras are valid for thirty (30) days unless otherwise stated.
8. If the content of the project or agreement changes, rates are adjusted automatically and in principle pro rata.
9. The listed rates may change with changes in the number of hours, days, communication channels, employees, reporting, SLAs or KPIs. Costs such as wages, telecom costs and fuel prices are automatically adjusted to changing market conditions.
10. All prices are exclusive of VAT, which is stated separately on the invoice. Skondras is entitled to automatically adjust its prices annually per 1 January according to the CBS price index for commercial services and transport, index 2010=100, which may differ per country.
11. The client explicitly authorises Skondras to contact target groups by telephone on its behalf and to speak to these target groups on its behalf. The client is responsible for the information provided and must provide it to Skondras no later than 60 working days before the start of the project and keep it up to date. In case of late delivery, the schedule may be moved up, in which case the original schedule will be invoiced to the client.
12. Skondras is not obliged to fulfil its obligations if this is reasonably impossible due to force majeure, including war, weather conditions, telecommunication failures and breakdowns.
13. The client expressly confirms that address files supplied by it have been checked and authorised and indemnifies Skondras from any responsibility in this regard.

14. Parties comply with applicable laws and regulations (such as telecommunications and privacy laws) and the rules of the ACM. The client is the controller; Skondras acts as a processor according to privacy legislation. The client should provide clear instructions, via a processor agreement or in accordance with Skondras' privacy policy.
15. Skondras acts exclusively on behalf of the client, who remains responsible for any statement, change or deletion of personal data.
16. Concerning scripts and permits: the customer bears responsibility for correct information and permits and bears the costs. The customer is also responsible for the removal of personal data if required by affected persons. The client guarantees that the call script complies with legislation and that no special permit is required, unless otherwise agreed in writing. The customer indemnifies Skondras for damages unless explicitly stated otherwise.
17. Invoicing will be on a weekly basis unless otherwise agreed. Invoices must be paid within fourteen (14) calendar days of the invoice date.
18. The agreement is binding; the notice period is six months from receipt of the notice.
19. Suspension of obligations by the customer is not possible.
20. Complaints about invoices and services must be submitted to Skondras in writing within fourteen (14) calendar days of the invoice date, under penalty of forfeiture of rights. Uncontested amounts remain due. Skondras has the right to change prices with written notice three months in advance. If the client does not agree, she may cancel according to the agreed term.
21. If one invoice is not paid on time, all other invoices are immediately due and payable. Skondras may suspend the performance of all agreements and claim damages and costs without notice of default. A complaint does not suspend payment. Immediate payment may be demanded.
22. In case of bankruptcy or suspension of payment of the customer, cooperation ends immediately and performance is invoiced according to agreement.
23. The client may not recruit employees of Skondras (itself or through an affiliated company) until two years after the termination of the cooperation. Violation will result in damages equal to one gross annual salary of the employee at Skondras.
24. In case of late payment, statutory commercial interest will be charged.
25. Payments made by the customer shall first be deducted from interest and costs due and then from principal sums. The customer may not offset.
28. Dispute, applicable law

1. Legal independence of Skondras companies

- Skondras operates in several countries through legally independent and autonomous companies. Each entity operates separately and bears its own legal responsibility.
- The offer and the contract are governed by the laws of the country in which the relevant Skondras company is located and in which the offer is made. This means that the national legislation and competent court of that country shall apply.
- The various Skondras companies are not legally related to each other and conduct their business activities independently. There is no joint liability between the companies.

- The shared marketing and branding of Skondras in different countries do not constitute any legal bond between the companies and should not be interpreted as an undertaking that they are jointly liable for any obligations or actions.

2. Applicable law and competent court (adapted by country)

- **Netherlands:** All legal relationships between Skondras and the client in the Netherlands are exclusively governed by Dutch law. Disputes will be submitted to the competent court in the Netherlands.
- **Spain:** All legal relations between Skondras and the client in Spain are governed exclusively by Spanish law. Disputes will be submitted to the competent court in Alicante.
- **Other countries:** Contracts with Skondras entities in other countries shall be governed by the law of the relevant country. In case of a dispute, it will be submitted to the competent court of that specific country.