

General Terms and Conditions of Franchising Etc.

Article 1

Applicability

1. These general terms and conditions apply to all agreements entered into by Franchising Etc. A reference to other general terms and conditions, without written recognition of such terms and conditions, will not be accepted and these general terms and conditions will prevail.
2. Clauses and agreements that deviate from these general terms and conditions are legally valid only if Franchising Etc has confirmed these clauses and agreements in writing.

Article 2

Parties

- a. Franchising Etc.: Intermediary between Franchisor and candidate, referred to hereafter as Franchising Etc.;
- b. Franchisor: The organisation, and its affiliated companies, to whom a candidate is being introduced by Franchising Etc., referred to hereafter as the Franchisor;
- c. Candidate: (Potential) franchisee introduced by Franchising Etc. to the Franchisor, referred to hereafter as the Candidate.

Article 3

Definitions

- a. FranchiseFormules.NL: An Internet community operated by Franchising Etc., targeting the Dutch market;
- b. FranchiseFormules.BE: An Internet community operated by Franchising Etc., targeting the Belgian market;
- c. E-Zine: A periodic e-mail newsletter published by Franchising Etc.

Article 4

Provision of information and Care

1. The Franchisor must timely provide Franchising Etc. with all (further) information that could reasonably be of importance to the intermediation.
2. The Franchisor must handle the Candidate, proposed by Franchising Etc., and the information provided together with this proposal in a proper and careful manner. This also means that the Franchisor must report to Franchising Etc. on the introductory discussion within five business days following the discussion.
3. Both parties must treat all confidential information that they become privy to within the scope of their agreement, either from each other or another source, as confidential.
4. Franchising Etc. is not responsible or liable for the content of the promotional material provided by the customer.
5. Publication of presentations and formula information must be done as soon as possible following the written commission and the delivery of information and promotional material, or at a point in time to be agreed upon later.

Article 5

Liability

1. Franchising Etc. disclaims any liability for damage or losses incurred by the Franchisor or third parties due to negligent or erroneous actions of a Candidate during the selection procedure or after the conclusion of a franchise agreement with the concerned Candidate.
2. The Franchisor will hold Franchising Etc. harmless against claims from third parties that are or could be directly or indirectly related to the intermediation by Franchising Etc.

Article 6

Invoices

1. An invoice is sent to the Franchisor on the effective date of the agreement. The invoices of Franchising Etc. must be paid within 14 days of the date of the invoice. If the Franchisor remains in default of payment, despite a demand for payment with notice of indebtedness for out-of-court collection costs, Franchising Etc. has the right to augment the outstanding amount of the invoice with a 1.5% interest per month, counting from the due date of the outstanding invoice or a part thereof.

Article 7

In conclusion

1. Franchising Etc. will make every effort, subject naturally to all of the above, to serve Franchisors and candidates to the best of its ability.
2. Except for matters that fall within the competence of the subdistrict court, the civil court is competent to take cognisance of disputes, which have arisen pursuant to the agreements, commissions, and calculated intermediation fee between Franchising Etc., the Franchisor, and/or the Candidate.
3. Dutch law governs all agreements concluded, offers or actions of Franchising Etc. subject to these terms and conditions, irrespective of whether the Franchisor and/or the Candidate are established or reside abroad.
4. Franchising Etc. reserves the right to change these general terms and conditions. Changes will only become applicable once Franchising Etc. has informed the Franchisor accordingly.