



Bloemond 7-C, Paradera, Aruba
Office: (+297) 583-7072
Fax: (+297) 583-7067
Bonaire: (+599) 717-6067
Curacao: (+5999) 738-7067
Website: www.vcc-int.com
E-mail: info@vcc-int.com

GENERAL TERMS AND CONDITIONS

Of VCC ARUBA

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 AWG. 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 rates.

Regulations around course registrations

- Courses will only be held with a minimum of 4 participants.
- Once the threshold of 4 participants is reached, the participant's registration for a course and therefore the course itself is confirmed by means of the invoice that will be send out.
- Payment should be received prior to course date.
- Participation to a course can be cancelled up to 24 hours before, with a full refund.
- If cancelled less than 24 hours before, there is no FULL refund possible on the invoice anymore. In that case the participant (student) will have the opportunity to register for a next available course or if the participant (student) does not wish to attend any other course, only 50% of the invoice will be refunded.
- If cancellation by one or more participants results in a situation where the remaining number of participants is less than 4, VCC might reschedule the course at the discretion of VCC

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 VCC Aruba already. After these three (3) months we offer the customer a "Telephone Support Subscription", costing AWG. 50.00 (excluding taxes per month, for a minimum period of six (6) months. If a Client wishes to cancel the contract, this has to be confirmed by the Client in writing at least one (1) month before actual termination. If VCC International has not received any written notice of cancellation, the contract is prolonged automatically.

When telephone support is given to a customer who is not subscribed to this service, AWG. 36.00 (excluding taxes) will be charged per support call.



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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 **according** to the rate in effect at the time the support is given.
Rates can be disclosed upon request.

During office hours a minimum of one hour (1 hour) is charged; In the weekends this minimum is two hour (2 hour). If an appointment for on-site support is cancelled by the customer within one hour of start of the appointment, the minimum of one hour (1 hour) is charged.

SUPPORT VIA TEAMVIEWER or LOGMEIN

Support via teamviewer/logmein, also called "remote support", is also considered equal to an on site support, which will be charged according to above-mentioned hourly rates.
Minimum charge 0,5 hour.

TRAVEL AND TRAVEL EXPENSES

- Client will arrange and take care of proper accommodations and means of transportation for the consultant.
- All travel costs such as departure tax, flight costs, taxi costs, meals etc. will be charged in full to the client.
- For taxi costs a receipt can't always be obtained. In this case the consultant will write down the amount and ride details for invoicing.
- All travel time will be invoiced for 50% to the client. This means for a trip of 4 hours flying and a taxi ride of 1 hour, 2.5 hours will be invoiced. Time spend in hotels in case of overnight travel are not considered travel time.
- In case of a combined visit for several clients, the above mentioned costs will be allocated pro rata to the customers based on the hours worked per client.

COMMUNICATION

We kindly, but strongly request the client to always communicate by email with us.

For general information : info@vcc-int.com

Or to the official mail account the consultant has at VCC, like for instance bertus@vcc-int.com We also strongly advice to call our offices to get in contact with your consultant.

You can reach our offices by phone in the following manner:

Aruba : (+297) 583-7072 (main office)

Bonaire : (+599) 717-6067

Curacao : (+5999) 738-7067

Only after office hours for urgent matters, the client can reach us at cellular no.

(005 -999) 690 7067

(+297) 597-1700

(+297) 597-1701

(+297) 597-1703

(+297) 597-1708



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ORDER PLACEMENT / PAYMENT / INSTALLATION FOR EXISTING CLIENTS

A customer's order is only placed at the supplier after signing the related contract(s) and the **immediate payment** of 70% of the invoice for 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.

The maintenance contract is a contract between the client and the producer / owner of the software. It is in no form or manner related to the support that VCC gives its clients on this software. This support, including installation of such upgrades, is always charged on an hourly basis.

For **Payroll Pro** new customers pay the maintenance fee for the remainder of the current year. The renewal date is always the 1st 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.

For **Payroll Pro Online** there is no maintenance contract, as this is a software subscription. The subscription will be billed at the start of each month, based on the number of employees processed during the previous month. This invoice must be paid in full, before being able to process the following month.

For other software packages that VCC represents the maintenance contract is usually 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.

All software vendors, represented by VCC can adjust the amount of the yearly maintenance contract as part of their pricing model. (Inflation corrections, currency fluctuations, general price increases)

GENERAL TERMS SUPPLIERS

All general terms, including license agreements and maintenance contracts of the respective supplier of the software are implicitly part of our general terms and a copy can be requested separately at our offices.



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CANCELLATIONS

Once a customer has confirmed an order by signing and paying it, this order cannot be cancelled. (orders placed with the suppliers of VCC cannot be cancelled).

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 cancelled his maintenance contract 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

VCC Aruba cannot 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, VCC Aruba cannot be held liable in case of accidental data loss during work performed by employees of VCC 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, after paying their invoices including interest, they will be eligible for support, but only on a "cash" basis.

For Payroll Pro software at yearclosing all overdue invoices (more than 60 days, including the maintenance fee itself) should have been paid, before releasing the yearclosing code.

For VCC Aruba N.V. For Client

Aruba,

Signed : _____
