

Terms and conditions

BusinessCom B.V. filed at the
KvK under no. 17146496



BusinessCom

1. Definitions

- 1.1 Terms and conditions: the present terms and (delivery) conditions.
- 1.2 Additional conditions: additional conditions to the general terms and conditions that are applicable for the delivery of specific products or services.
- 1.3 Consumer: a customer (private person) who does not act in the practice of a profession or company.
- 1.4 Services/goods: services/goods that the contractor delivers to the customer, including, but not limited to electronic communication, ICT or other related services/goods.
- 1.5 Indirect damage: including, but not limited to, consequential loss, foregone profit, missed savings, damage by interruption of business.
- 1.6 Network: the telecommunication network used by the contractor with associated services, delivered by providers of the contractor.
- 1.7 Order: order from the customer to the contractor to deliver goods or services, the exact order can be determined later through an agreement.
- 1.8 Order confirmation: written confirmation of the order to the customer from the contractor.
- 1.9 Customer: a consumer or party that acts in the practice of a profession or company with which the contractor has established an agreement for the delivery of goods and/or services.
- 1.10 Contractor: BusinessCom, located in (5466 AC) Veghel (KvK-number: 17146496), that delivers goods and/or services to the customer.
- 1.11 Agreement: agreement between customer and contractor for the delivery of one or more goods and/or services by contractor.
- 1.12 Force majeure: any shortcoming which cannot be attributed to contractor, because it is not due to fault on its part and cannot be ascribed to it under the law, legal transaction or by convention, including but not limited to third parties who refuse to cooperate (shortcomings by suppliers, subcontractors or any other parties who have been involved for the execution of the order, gross negligence and/or intent of subordinates of contractor or by involved third parties, accident, strike, fire, damages in the company of contractor, damages to machines and/or tools or other outages in the company of contractor or in the company of its suppliers, (armed) robbery, blockade, (danger of) war, riots, occupation, epidemics, governmental interventions (including but not limited to governmental interventions because of national laws and regulations), embargos (large) (natural) disasters, atomic core reactions, transportation difficulties, delayed deliveries of goods, labor disputes, outages/inaccessible telecommunication services/resources (telephone, e-mail, fax, etc.), outages/inaccessible (temporary or for whatever reason) of the electric and/or electronic infrastructure (e.g. computers), disruption of supply of electricity, destruction and/or disappearance of electronic information and/or fraudulent use thereof by third parties, (attempted) unauthorized access and/or use of the systems/networks and databases owned by contractor and/or partners which contractor and/or partner depend on, as well as incompetently executed maintenance by third parties.
- 1.13 Party/parties: the customer and contractor separately (party) or together (parties).



- 1.14 Provider: supplier of capacity and/or network services to contractor on a network based on an agreement made between the supplier and the contractor.
- 1.15 Written: per post, per e-mail, per fax or communication in any other fashion that can be considered equal with regards to technology or civil code.

2. Terms and conditions

- 2.1. Unless otherwise agreed upon by parties, these general and/or additional conditions apply to all agreements and/or delivery of (additional) services/goods between contractor and customer. Deviating terms and conditions only apply if both parties have agreed upon them in writing.
- 2.2. If terms or parts of terms from the general and/or additional conditions or appendices are in any way void/unlawful, invalid/annullable or not enforceable, the other conditions or the applicable part of the invalid term will stand and remain enforceable, without any consequence for the other obligations of parties. Moreover the void/unlawful, invalid/annullable or not enforceable term will be considered to be replaced by a term with an equal legal and commercial meaning that emphasizes the original intent as much as possible. The possible inapplicability of (part of) a provision of these general conditions shall leave the applicability of the other conditions intact.
- 2.3. If these conditions have been made available in a language other than the Dutch language and a dispute occurs, the conditions specified in the Dutch language will always prevail.
- 2.4. Unless the parties to the contract otherwise agree, in case of conflict between provisions of this agreement, the general and/or additional conditions apply in the following order:
 1. the agreement
 2. the Business Partner agreement
 3. the additional conditions
 4. the general conditions
- 2.5. The customer cannot rely on the fact that the general conditions have not been received if the contractor has submitted the same general conditions to the customer multiple times or the contractor has mentioned on invoices that the general and additional conditions are applicable and the customer has paid at least 5 invoices.
- 2.6. The applicability of any purchase conditions or other provisions on the part of the customer and/or third parties are hereby explicitly excluded. Signed or (tacit) agreement by contractor of documents from customer and/or third parties where such general conditions have been declared to apply shall never count as acceptance thereof.
- 2.7. Additions to and/or modifications of the agreement and/or the general and/or additional conditions can only be agreed upon in writing and are only valid after explicit written confirmation thereof by contractor. In case contractor does not desire constant compliance of aforementioned conditions, this does not mean that the aforementioned conditions do not apply or that contractor loses the right to demand strict compliance of the conditions in future cases.
- 2.8. Unless otherwise expressly agreed to in writing, agreements that create a continuing obligation are valid for an indefinite period. Termination can only be performed by written notice and with considering of a termination period of two months, as from no sooner than the day after date of receipt of the notice.



3. Quotation(s)/offers/orders

- 3.1. Contractor provides a quotation/offer in writing or verbally, quotation/offer includes an adequately specified description of the (additional) services and/or goods, the required steps before the (additional) services and/or goods can be performed/delivered, the non-recurring and recurring rates/costs and the applicable conditions.
- 3.2. Quotations/offers and prices in any form are non-binding, unless they explicitly specify a period for acceptance or an agreement has been explicitly made in writing. No rights can be derived from prices mentioned in, among others but not limited to, catalogs, price lists, displays on the internet, brochures/print or similar and explicitly do not apply as quotations.
- 3.3. Unless parties agree otherwise in writing, quotations, offers and prices are explicitly not valid for backorders.
- 3.4. A non-binding quotation/offer merely represents a price indication and is based on information, designs and drawings provided by customer. In case aforementioned information is retrospectively altered or incorrect, this can impact the prices. No rights can be derived from a non-binding quotation/offer. At the request of the customer, contractor can produce a definitive quotation/confirm the price in the non-binding quotation containing a period for acceptance. After the period for acceptance has expired, no rights can be derived from the offer.
- 3.5. Contractor is entitled to stipulating an order in writing in an agreement. In case contractor has delivered goods and/or services without written stipulation by parties, the content of the order and/or the quotation and/or the order confirmation combined with the content of the general conditions is decisive for the content of the deliverable goods and/or services.

4. Agreements

- 4.1. The agreement and applicability of general and/or additional conditions is established by acceptance of the offer by the customer (hereafter referred to as the request) and by order confirmation thereof by contractor. Contractor accepts orders from customer exclusively if these have been submitted in writing or have been submitted via the web shop of contractor by authorized persons on the side of the customer. If the acceptance of customer differs from the offer of contractor, contractor is not bound to it and there is no formal agreement, unless contractor explicitly confirms in writing.
- 4.2. In cases of agreements, deliveries, and orders with no quotation or order confirmation, the invoice or packing slip of contractor is considered an order confirmation and is deemed to display the agreement correctly in completely.
- 4.3. Verbal agreements bind contractor after said agreements have been confirmed by contractor in writing or when contractor has commenced implementing acts with consent of customer. Written or verbal agreements, transactions, and/or stipulations made by employees of contractor or intermediaries can be revoked at any time by persons who have been given representative authority in the trade register by contractor.
- 4.4. The customer must provide any proof of identity requested by contractor for assessment of a request.



- 4.5. In case an order is placed (partly) in name of a different natural person or in name of a legal entity or business, the representative must provide proof of identity and representative authority, if possible by means of a recent extract from a chamber of commerce register.
- 4.6. Orders can be declined by contactor if (but not limited to):
- a) the customer is legally incapacitated or if the customer can not present the requested information described in article 4.4 and 4.5 within a period set by the contractor;
 - b) the customer does not comply with an obligation set in the general or additional conditions and that non-fulfilment justifies the refusal, or if it is plausible that the customer will not fulfil the obligation;
 - c) the customer does not meet financial obligations towards contractor or if contractor can reasonably expect that customer will fail to meet obligations based on annual figures, such as negative equity capital;
 - d) Technical or economic reasons on the side of contractor hinder connection of the customer. This includes (for example) that the customer lives or is located in an area where the (additional) service and/or cannot be delivered correctly. Contractor can motivate cancellation of the order by request of the customer, but is never compelled to do so.
- 4.7. By way of derogation from article 4.6, contractor retains the right to decline orders to deliver goods and/or (additional) services without giving any reason, to only deliver with collection on delivery or to require advance payment.
- 4.8. Contractor has the right to lay down specific conditions for the technical aspects regarding the connections and hardware of the customer.
- 4.9. Contractor will, unless otherwise agreed, notify the customer (written or electronically) whether the request has been accepted, and when the service will be performed and/or the goods will be delivered if applicable, within ten business days after receiving the order. If it is not reasonably possible for contractor to respond within that period, contractor will announce the reason at request and notify the customer of when contractor will reply to the order of customer.
- 4.10. If service is initiated before written confirmation, as mentioned in article 4.1, this implementation is functions as conditional confirmation. Contractor can rightfully terminate the agreement if one of the situations as stated in article 4.6. occurs. Contractor may settle a period for the customer to meet conditions. If the agreement is terminated, contractor is owed the reimbursement mentioned in article 5 for the period that the service has been in operation, as well as reimbursement resulting from use of the (additional) service.
- 4.11. This article only applies to a consumer. In case of remote agreements, as intended in article 7:46a of Dutch Civil Code, the consumer can terminate the agreement until 7 days after confirmation is received, in writing. In this case contractor cannot charge the customer for any expenses other than the direct cost of shipping. After this period, contractor has the right to charge costs as agreed upon.
- 4.12. The non-recurring, periodical and/or variable fees are established when the agreement is made. Contractor retains the right to change these without any prior consultation.
- 4.13. Every party is obliged to uphold the confidentiality of all confidential information, in whatever shape or form, that has been obtained from the other party regarding the agreement and/or the general and/or additional conditions, in compliance with the provisions in article 25. This obligation does not apply if disclosure is a result of legal obligations, an authorized (legal) entity or if all parties agree.



- 4.14. Customer will provide information that is relevant for the execution of the agreement in a timely fashion and guarantees that the provided information is correct and complete.
- 4.15. Contractor has the right to terminate the implementation of the agreement if the customer does not provide the necessary information and tools (according to the terms in the agreement), does not do so in a timely fashion or if the customer fails to uphold obligations in any other way.
- 4.16. The customer will provide employees of contractor with unhindered access to the locations where activities will be carried out or where services must be delivered.

5. Pricing, payments, and securities

- 5.1. Unless otherwise agreed in writing, prices of contractor are shown in EURO. Possible price risks shall be charged to the customer.
- 5.2. If the price is established in a currency other than EURO, the corresponding value in EURO at the moment of payment will not be lower than the price in EURO would have been at the moment of the agreement's inception.
- 5.3. Prices set by contractor exclude (but will be multiplied with) VAT, order costs, drop shipment costs, packaging costs, special packaging costs, transportation document costs, import duties or other taxes, duties of (governmental) obligations and excluding cost of shipping and handling, postage, shipment, transportation, cash on delivery fees, expenses of third parties and insurance, assembly and installation costs, inspection costs, as well as exchange and cheque costs.
- 5.4. Contractor will not recognize exemption of any tax and/or duty, in any shape or form, unless the customer can provide contractor with a valid certificate of exemption for the relevant tax and/or duty.
- 5.5. If, after the (definitive) quotation/offer has been made by contractor and/or an agreement has been made and pricing changes occur, due to governmental changes, trade unions or altered sales conditions of third parties, contractor has the right to pass the cost of these changes on to the customer unless otherwise prescribed by force of law, regardless of whether or not the changes could have been foreseen by contractor.
- 5.6. A combined quote does not obligate contractor to deliver part of the goods and/or (additional) services included in the quotation/offer for a corresponding proportion of the price.
- 5.7. Deviating conditions apply to offers, orders, and agreements where contractor has charged discounts and/or prices that deviate from standard discounts and/or prices. Contractor has the right to unilaterally alter the conditions regarding delivery and payment at its own discretion, within the boundaries of reasonableness and fairness.
- 5.8. For (additional) services, customer owes payment in accordance to the determined rates. The prices/rates can consist of non-recurring fees or (monthly or otherwise) recurring fees and variable payments due. Insofar payments due to contractor for (additional) services are not owed over a full calendar month, a proportional part of the monthly recurring fee will be charged, unless both parties agree otherwise, in writing. Recurring fees for (additional) services will not be charged, proportionally, for a period wherein the (additional) service has not functioned for 72 consecutive hours, unless the malfunction cannot be attributed to fault of contractor. Rates may be deviated from if realization of the (additional) service adds exceptional, far exceeding average, outgoing expenses.



- 5.9. The non-recurring and recurring fees mentioned in article 5 are owed from the date upon which the (additional) service has been implemented by contractor. If the implementation is hindered by circumstances that can be attributed to customer (example: contractor has insufficient access to a location where a connection must be installed), fees are owed from the date that implementation should have been completed if sufficient access were granted. Variable fees are owed from the date upon which they are charged.
- 5.10. Contractor bills the customer for delivered goods and/or (additional) services. Contractor has the right to send partial invoices and/or to (in special cases, such as exceptionally high variable fees in a limited period) charge intermediate fees. All payments to contractor must be made to the account number provided by contractor.
- 5.11. Payment of invoices must be made within 14 days of the invoice date, unless both parties agree otherwise in writing and/or customer provides a debit order to contractor with which contractor receives payment. If customer does not meet payment requirements within the predetermined period and/or collection of the debit order is unsuccessful, customer is default without notice of default being required. When customer is in default, customer owes the principal amount increased by the statutory commercial interest rate of 3%. All expenses incurred by contractor, including but not limited to the legal and (extra) judicial expenses, can be recovered from the customer. Extrajudicial expenses are 15% of the amount owed by customer, with a minimum of €500, 00.
- 5.12. If customer has provided a debit order, customer is responsible for a sufficient balance on the intended bank or giro account to collect from.
- 5.13. The date on contractor's bank or giro statement when the payment is recorded as received applies as the date on which the payment has occurred.
- 5.14. If customer is in default based on what had been established in article 5.11, all open debt owed to contractor is directly claimable.
- 5.15. Unless otherwise agreed to in writing, payments must be made to contractor without any discount and/or offset and payments cannot be deferred by customer. The said waiver of the right of setoff is also valid if customer requests (temporary) suspension of payments or is declared bankrupt.
- 5.16. If contractor allows for payment of goods and/or (additional) services in installments, sales tax will be collected in full during the first installment.
- 5.17. Contractor has the right to require prepayment and/or security for the payment of invoices and/or periodical and/or variable owed payments before delivery commences. Customer is obliged to provide the requested security at first request. Expenses incurred for providing securities are entirely for the customer. When the need for security is no longer present, contractor will announce that the security may expire. If the customer has paid a security deposit, contractor will pay back the deposit. In no circumstance does contractor owe interest and/or expenses to customer for provided securities.
- 5.18. Unless parties agree otherwise in writing, delivery will only be made after prepayment until a credit limit has been established.
- 5.19. Objections regarding invoices made by contractor are to be made within 14 days after invoice date, in writing and including motivation. Objections of customers against an invoice made by contractor shall not affect customer's duty to pay the invoice in a timely fashion and in full. Unless customer can provide evidence of the contrary, the administrative information of contractor is decisive.



- 5.20. With regard to a consumer, the contractor will not invoke the exceeding of the provisions stated in Article 5.19 if the objections cannot reasonably be discovered within that period.
- 5.21. If the customer has repeatedly lodged objections against the amounts charged by the contractor and the objections have proved to be unfounded, the contractor may charge the research costs to the customer in advance if the objections are again submitted by the customer. The Contractor will inform the customer that it will make use of this authority before an investigation is started
- 5.22. Payments from the customer always serve to settle all interest and costs owed and then serve to settle the due and payable invoices that have been outstanding the longest.

6. Cession and contract takeover

- 6.1. The Contractor is at all times entitled to transfer its existing and future claims on the customer to third parties, in which case these claims will be sold. The customer declares to agree with the right of the contractor to transfer its claims against the customer to a third party (the "transferee").
- 6.2. The transferee will not become a contract party. The transferee shall never be liable to the customer or liable for repayment of, postponement of payment or discount on the claims. Customer remains responsible for the fulfillment of its obligations arising from the agreement. The transferee is never responsible or liable for this.
- 6.3. The parties will, at the first request of the contractor or the transferee, carry out all legal or other acts or sign documents that are reasonably necessary for the completion of the aforementioned transfer of the claims, including the notification of the transfer of a claim by the contractor and / or the transferee and confirmation of receipt.
- 6.4. Any claims by the client against the contractor are not transferable and / or in any way encumbered. The Client is not entitled to transfer the rights and obligations from the agreement to a third party without the prior written consent of the contractor. Conditions may be attached to the permission by the contractor.

7. Engaging third parties

- 7.1. Unless the parties have agreed otherwise in writing, the contractor is entitled, if the contractor considers this necessary and/or desirable, to outsource work to third parties. The costs of this will be charged to the client in accordance with the quotations provided.
- 7.2. If and insofar as a third party applies general terms and conditions that apply and/or the third party is bound by general terms and conditions that apply to the mutual legal relationship between this third party and the contractor, the relevant general terms and conditions also apply in the legal relationship between contractor and client. In that case, the other provisions of the general and/or additional conditions of the contractor remain in full force.

8. The commissioning and changing of (additional) services

- 8.1. If that which is required for placing an (additional) service in service is available, the (additional) service is put into service as soon as possible after the date of conclusion of the agreement, unless the parties have agreed otherwise in writing.



- 8.2. If that which is required for activating an (additional) service is not available, the contractor perform this out at the expense and risk of the customer in accordance with the term stated in the order confirmation and/or in the agreement.
- 8.3. During implementation of (additional) services or items at the agreed location, the contractor will, where possible, take into account reasonable wishes of the customer. If necessary work on the site cannot take place undisturbed, or necessary cooperation by or on behalf of the client is not granted, or the work floor is not freely accessible for whatever reason, the delay that arises cannot be attributed to the contractor. The customer then owes delay costs on the basis of subsequent calculation to the contractor.
- 8.4. With a conditional confirmation as referred to in Article 4.10, the contractor may impose restrictions on the provision of services, for example by blocking certain destinations for which above-average rates apply, until the assignment has been definitively confirmed.

9. Availability of a (additional) service

- 9.1. The Contractor strives for the highest possible availability, quality and security of the (additional) service. The contractor does not, however, give any guarantees in this matter.
- 9.2. The (additional) service is maintained by and on behalf of the contractor. For the purpose of maintenance, the contractor can temporarily put (part of) the (additional) service out of use. Contractor shall limit this to a minimum and communicate this to the customer in time, unless this is not reasonably possible.
- 9.3. The customer must report a functional failure of the (additional) service to the contractor in writing as soon as possible. Malfunctions will be investigated as soon as possible after they have become known to the contractor, unless this is not reasonably possible. If this is necessary for a proper malfunction investigation, the client must give his/her co-operation to the malfunction investigation. The contractor will rectify faults as quickly as possible, unless this is not reasonably possible.
- 9.4. The costs of the malfunction investigation and the costs of eliminating the malfunction are not for the account of the contractor. The contractor may charge these costs to the customer if the malfunction is caused by an act or omission in contravention of the agreement, by malfunctioning peripherals or the presence of other equipment belonging to the customer that affects the (additional) service.
- 9.5. If a malfunction extends to the connections of other clients of the contractor, the contractor is entitled to charge the costs caused thereby to the customer from whose connection the malfunction is caused, unless this cannot reasonably be attributed to the customer.

10. Change to the properties of the (additional) service

- 10.1. The contractor is entitled to change the technical characteristics of the (additional) service in order to (i) comply with rules laid down by or pursuant to the law, and / or (ii) to continue to comply with the requirements of time and the state of the art. The contractor will commit to making changes without this having consequences for the customer's possible uses and the peripherals used by him/her. If this is not possible and a change has reasonably foreseeable financial consequences for the customer, the change will take place no sooner than one month after it has been made known to the customer or for as long as is reasonably possible.



10.2. The contractor is entitled to terminate (an offer form of) the (additional) service, with due observance of a period of notice of at least three months, if technical or business economic reasons give cause to do so. Existing agreements end no later than the date on which the service is terminated. In that case, the contractor will offer the customer a replacement service where possible.

11. Use of the (additional) service

- 11.1. The customer is responsible for all usage of the (additional) service and the access code(s) made available to him/her, with or without his/her permission. All call costs incurred will be borne by the client. The customer is also responsible for all that is done with the (additional) service at the agreed location, insofar as this can be attributed to the customer.
- 11.2. It is not permitted to perform, do or have actions performed that are intended to influence the amounts that would have been due to the contractor by the customer for the use of the (additional) service.
- 11.3. If the electronic communication traffic is inconvenienced by the use of the (additional) service or connected peripherals, the customer is obliged to follow the reasonable instructions given by the contractor.
- 11.4. There are legal requirements for peripherals. It is not allowed to connect devices to a network connection point that do not comply with these legal requirements. The consequences of connecting devices that do not comply with this, including possible financial consequences, are for the customer.
- 11.5. The customer will use the (additional) service for normal use, even if there is a fixed rate. If there is excessive use by the client (more than 3 times the average use by other users of the same (additional) service), the contractor has the right to inform the customer that if this excessive use is continued, the contractor has the right to charge the customer for use that is above standards, from the moment of notification.
- 11.6. The customer shall not perform or omit acts of which the customer knows or should reasonably have known that this would lead to a use of the (additional) service that is punishable or unlawful towards the contractor and / or third parties.
- 11.7. While using the (additional) service, the customer is responsible for, insofar as relevant, the consideration of the following requirements:
- a) The customer shall in no way restrict or impede other users of the (additional) service or co-users of the infrastructure on which the (additional) service is realized in their access to the (additional) service and/or the use of the (additional) service;
 - b) The customer will in no way infringe the intellectual property rights of the contractor and / or third parties;
 - c) The customer will not distribute (computer) viruses or other files that may damage the (proper) functioning of the software of the contractor and / or third parties;
 - d) Customer will not misuse access code(s) or (try) to break the security measures associated with the (additional) service;



- e) Customer will in no way use the (additional) service to burden, abuse, harass, threaten or otherwise violate the rights of others;
 - f) The customer will not deliberately and without permission enter into a computer system or part thereof (hacking) against the will of the owner or manager;
 - g) The customer will not develop commercial activities with the help of the (additional) service.
- 11.8. The customer is not permitted to make public, multiply or otherwise use any signal received from the contractor or its suppliers other than for use in a domestic environment. Sharing or aligning the signals with other households, including rooms in student houses and other collective housing is not permitted.
- 11.9. The customer is responsible for the peripherals used by the customer and for the maintenance of a connection to the energy network and other connections that are necessary for access to the (additional) service.

12. Delivery times and periods

- 12.1. All (delivery) periods mentioned by the contractor are given by approximation and are determined on the basis of the data and circumstances known to the contractor at the conclusion of the agreement. Declared (delivery) periods are only indicative and will never be regarded as a deadline. If a change in the data and/or circumstances, irrespective of their foreseeability, results in a delay, the delivery date shall be correspondingly delayed, without prejudice to the provisions below regarding force majeure.
- 12.2. Exceeding the delivery periods specified by the contractor, for whatever reason, never gives the customer the right to compensation or non-fulfillment of any obligation on the part of the relevant agreement or a related agreement.
- 12.3. In the event of non-timely delivery by the contractor, the customer must give the contractor written notice of default, as well as give the contractor a reasonable term to still be able to provide for performance.
- 12.4. In case of, as referred to in Article 12.3, the client is only entitled to terminate the agreement insofar as it has not yet been fulfilled and the maintenance of the part of the agreement that has not yet been fulfilled cannot reasonably be demanded of the client.
- 12.5. Contractor is entitled to, if force majeure prevents the goods and/or (additional) services from being delivered fully and/or on time, postpone implementation of the agreement and/or terminate the agreement fully or partially in writing and claim payment proportionate to the delivered goods and / or (additional) services, without the contractor being obliged to pay any compensation and/or guarantee.
- 12.6. If delivery of goods and/or (additional) services is delayed due to circumstances not attributable to the contractor, other than force majeure, the agreed price will be invoiced by the contractor and must be paid by the customer as if delivered in a timely manner.
- 12.7. If the contractor, in the case referred to in article 12.6, is compelled to take back or store goods, the contractor is entitled to charge the customer a monthly amount equal to 2% of the price of the goods.

13. Delivery, acceptance and transition risk



- 13.1. Unless otherwise agreed in writing, delivery takes place from the warehouse of contractor (in accordance with Incoterms 2010: EX WORKS warehouse contractor). In case delivery takes place elsewhere than from the warehouse of contractor, the contractor determines the manner of transport, shipping and packaging. Shipping and transport of goods always takes place at the expense and risk of the customer. Unless the parties have agreed otherwise in writing, the customer is obliged at all times to take out (transport) insurance. The contractor is only obliged to take out (transport) insurance if and insofar as the contractor has agreed to this in writing.
- 13.2. If the contract has not been agreed upon and no term has been agreed within which it must be purchased, the customer will have to receive delivery within 5 working days after the goods are ready for collection.
- 13.3. The ordered goods are delivered in the original commercial packaging, unless otherwise agreed in writing. Minor deviations in the specified sizes, weights, numbers, colors, etc. do not apply as a shortcoming on the part of the contractor.
- 13.4. The contractor is entitled to make partial deliveries (delivery in phases). In the case of partial deliveries, the contractor is entitled to postpone the deliveries of the following phases, until the customer has approved the delivered in the preceding phase in writing and has fulfilled all his/her (financial) obligations regarding the partial delivery. In case of partial delivery the contractor is entitled to invoice these separately.
- 13.5. In the event of non-acceptance within the agreed term, the customer will be in default, without any summons and/or notice of default. The customer is obliged to reimburse all expenses or losses, including storage costs, arising from his refusal to purchase the goods. The contractor shall furthermore be entitled to demand either performance or cancel the transaction without the intervention of any court, without prejudice to its right to (additional) compensation to the customer. After storage, a period of 1 month applies within which the customer must enable the contractor to still deliver the goods or within which he/she must pick up the goods. All this, unless the contractor has explicitly set a different term in writing.
- 13.6. If the customer still fails to meet obligations after the expiry of the period referred to in article 13.5, the contractor has the right to dissolve the agreement in whole or in part. Contractor is then entitled to sell the goods to third parties.
- 13.7. The provisions of article 13.6 do not affect the client's obligation to pay the agreed and/or stipulated price, as well as any storage and/or other costs.
- 13.8. Contractor has the right to suspend delivery if the balance of outstanding invoices is greater than or equal to the permitted credit limit, and/or if there are open invoices longer than 14 days after the due date and which have not been designated as 'disputes'. In the event of dispute, the contractor will immediately contact the customer in order to make delivery possible.
- 13.9. In the case of delivery of services, these are deemed to have been delivered and accepted by the customer as soon as the work has ended and the contractor's employees have left.
- 13.10. The goods and / or services to be delivered are at the expense and risk of the client from the delivery as referred to in Article 13.
- 13.11. If the contractor has offered the goods for delivery to the client, as referred to in Article 13, but the customer does not purchase the goods for any circumstance to be attributed to the contractor, the



goods to be delivered are at the expense and risk of the goods from the time of the offer, without prejudice to the other rights accruing to contractor in that case. In this case, the contractor is deemed to have fulfilled its delivery obligation.

14. Progress of delivery

- 14.1. Contractor cannot be obliged to commence the delivery of goods and/or (additional) services, until all necessary data is in the possession of the contractor and the contractor has received any agreed (advance) payment. In the event of any delays, the specified delivery times will be adjusted in accordance with the provisions of article 12.
- 14.2. If the deliveries cannot take place normally or without interruption due to causes beyond the fault of the contractor, the contractor is entitled to charge the customer the resulting costs.

15. Modification and expansion of deliveries, activities and/or performances

- 15.1. If the contractor, on the request or with the consent of the customer, has performed work, other services, or deliveries that fall outside the scope or content of the agreement, these activities, performances or deliveries will be paid by the customer to the contractor in accordance with the usual rates of the contractor, or, in case a fixed price has been agreed, the additional costs will be charged. However, the contractor is not obliged to comply with such a request and may require that a separate written agreement be concluded for this.
- 15.2. The customer accepts that by changing or extending the activities, performances or deliveries as referred to in Article 15, the agreed or expected time of completion of the obligations, the mutual responsibilities of the customer and the contractor and the agreed rates of the contractor can be influenced.

16. Export restrictions

- 16.1. The Client will fully comply with national and international (including American) export restrictions with regard to goods obtained as a result of an agreement with the contractor and also impose this obligation upon resale or any form of posting to third parties. The customer indemnifies the contractor for any disadvantage that it will suffer if the customer does not comply with these obligations.

17. Packaging

- 17.1. The packaging not intended for single use, in which the goods can be delivered, remains the property of the contractor and may not be used by the customer for other purposes than the one for which it is intended.
- 17.2. The contractor is entitled to charge a deposit for this packaging to the client. Contractor is obliged to take back this packaging, at the price charged to the client. All this, provided that the packaging is returned carriage paid within a period specified by the contractor after the delivery date or at a time agreed by the parties in writing.
- 17.3. If packaging is damaged, incomplete or lost, the customer will be liable for this damage and his right to repayment of the deposit will lapse.



- 17.4. If the damage referred to in Article 17.3 is higher than the deposit amount charged, the contractor is entitled not to take back the packaging. The contractor may then charge the packaging to the customer at cost price less the deposit already paid.

18. Complaints

- 18.1. The Client is obliged to check the goods delivered by the contractor immediately, but no later than 24 hours after the delivery has taken place, for completeness and reliability. Any visible defects, imperfections and/or deviations in numbers must be noted on the consignment note or the escrow and immediately, but no later than within 24 hours after the delivery has taken place, be reported to the supplier in writing.
- 18.2. The customer can no longer invoke that what has been delivered by the contractor does not comply with the agreement and/or the reasonable use and quality requirements to be set (invisible defects, as referred to in Article 18.1.), if the customer does not inform the contractor thereof within a reasonable time, but no later than within 7 working days after delivery, notified in writing by registered post.
- 18.3. Complaints in respect of defects that are not externally visible, and of defects of which the customer demonstrates that the customer does not, despite thorough and expert investigation, do so within the scope of Article 18.2 meant to be able to discover and report, must be reported to the contractor in writing by registered mail within 24 hours after the client has discovered the defects or should reasonably have discovered them.
- 18.4. All other complaints must be reported to the contractor in writing by registered mail immediately after the discovery. All consequences of not reporting immediately are at the expense and risk of the customer. The complaints referred to in this article must in any case be reported to the contractor no later than 1 year after delivery.
- 18.5. If complaints, as referred to in article 18, have not been made known to the contractor within the periods referred to in this article, then the customer can no longer invoke the fact that what has been delivered by the contractor does not comply with the agreement and/or the reasonable use to be made of it and meets quality requirements.
- 18.6. In the event of a report by the customer, as referred to in article 18.2 up to and including 18.4, a research report drawn up by a recognized and independent expert must be submitted, showing the correctness, nature and extent of the defects, failing which the client will not be able to make any claims against the contractor in respect of such advertising complaints.
- 18.7. The contractor is entitled to conduct its own investigation into the nature, scope and cause of the alleged defects or to perform the shortcomings, in which case the customer is obliged to provide all the cooperation desired by the contractor. If the customer does not, at least not adequately, render assistance or otherwise investigation is no longer possible, the complaint will not be taken into consideration and the customer cannot make any claims against the contractor in respect of the alleged defects or shortcomings.
- 18.8. If goods and/or delivered (additional) services have changed their nature and/or composition after delivery, have been treated or processed, damaged or repackaged in full or in part, all rights to complaints will lapse.



- 18.9. A complaint does not give the customer the right to suspend payment of any of his (payment) obligations towards the contractor.
- 18.10. The contractor is only obliged to take note of submitted complaints when, at the time of submitting his complaint, the customer has fulfilled all his/her obligations vis-à-vis the contractor, arising from any obligation between the parties.
- 18.11. Unless the contractor instructs the client otherwise, the customer is obliged in the case of a complaint to immediately cease the use, processing and/or installation and/or distribution of the relevant items and/or (additional) services and furthermore to do everything reasonably possible to prevent (further) damage.
- 18.12. Provided a complaint has been filed timely, correct and in accordance with this article, and is sufficiently demonstrated by the client that the items and/or (additional) services do not comply with what the parties have agreed in this respect, the contractor has, as far as possible, the choice to replace goods and/or (additional) services against return with new items and/or (additional) services, properly repair the relevant items and/or (additional) services, or to refund the purchase price or to charge the invoiced amount. Crediting the customer or granting a discount on the price to be determined in mutual consultation. If this is not reasonably possible for the contractor, the customer has the right to dissolve the agreement, unless the shortcoming does not justify dissolution. By fulfilling one of the aforementioned performances, the contractor is fully discharged in respect of its obligations. The customer is not free to return the goods before the contractor has agreed to this (in accordance with the provisions of the applicable Return (RMA) Conditions).
- 18.13. In case of legitimate claims under warranty, the damage will be settled under the provisions of article 21.

19. Liability of contractor

- 19.1. Contractor is never responsible for loss of profits and/or other (in) direct damage in the broadest sense of the word, unless there is intent and/or gross negligence and/or recklessness with the knowledge that this will cause damage on the part of its management and/or managerial subordinates, except if and insofar as this is in conflict with provisions of mandatory law or if these general and/or additional conditions provide otherwise.
- 19.2. Contractor is never liable for damage suffered by the client or any third party:
- a) that is the result of incorrect and/or improper use and/or storage by the customer or by a third party of delivered goods and/or (additional) services. The customer is obliged at all times to carefully observe the accompanying (product) information/instructions/advice and/or the safety data sheets and to act in accordance with the instructions contained therein. The customer is obliged to stipulate a corresponding provision towards third parties. Contractor is also not liable for errors and/or shortcomings in respect of the delivered goods and/or (additional) services if these shortcomings arise from conduct and/or actions of the customer and/or third parties engaged by or on behalf of the customer;
 - b) which is the result of shortcomings of its suppliers;
 - c) which is the result of shortcomings of (other) providers of networks and (additional) services with which the contractor's network is directly or indirectly connected. The contractor is never liable for the connection of (additional) services with items that are foreign to the contractor;



- d) which is the result of repairs, changes or expansions to the goods and/or (additional) services are performed by parties other than the contractor without the prior written consent of the contractor;
 - e) if goods and/or (additional) services in the opinion of the contractor have been neglected or have been carelessly and/or inexpertly used, treated and/or maintained;
 - f) if product numbers, serial numbers and/or guarantee stickers have been damaged, removed and/or changed;
 - g) if changes have been made to the guarantee certificate and/or purchase ticket;
 - h) if defects have occurred due to incorrect insertion and/or leakage of replaceable batteries;
 - i) if defects have arisen due to non-compliance and/or installation and/or use of (approved) items and/or (additional) services;
 - j) if defects have arisen due to deviating environmental conditions, insofar as such conditions are indicated;
 - k) if defects are caused by other external causes;
 - l) if the sealing of the items and/or (additional) services, if present, has been broken.
- 19.3. The contractor is not liable for the provision of information services other than pursuant to Section 6: 196c Dutch Civil Code.
- 19.4. Contractor is never liable for a health hazard that could not be known at the time of act or omission.
- 19.5. The contractor's liability never exceeds the amount charged by the contractor to the customer, excluding VAT, minus amounts already invoiced and still to be paid, whether or not for the satisfaction of engaged third parties, at least if the contractor has (liability) insurance in this matter. In the case of partial deliveries, the obligation of the contractor is also limited to the price relating to that part of the agreement, with which the damage is most closely connected. If as a result of an event (or series of events with the same cause) more than 1 claim arises and the joint claims exceed the aforementioned maximum amount, the claims are paid proportionally.
- 19.6. Claims on account of supplier's liability become null and void by the lapse of 12 months after the delivery of the goods and/or (additional) services, either after the damage or a beginning thereof has been discovered, or at least could reasonably have been discovered.
- 19.7. Damage, as referred to in Article 19, must be reported to the contractor in writing by registered mail as soon as possible but no later than 14 days after it could reasonably have been discovered. Damage that is not brought to the attention of the contractor within the aforementioned period and in the prescribed manner is not eligible for compensation. With regard to consumers, this does not apply if the consumer reasonably makes it plausible that a timely written response/notification could not reasonably be required of him/her.



20. Customer liability

- 20.1. If two or more clients have jointly placed / given an order / assignment at / to the contractor, they will be jointly and severally liable to the contractor.
- 20.2. Except in the event of intent and/or gross negligence on the part of the contractor, as referred to in these general and/or additional conditions, and except insofar as this is in conflict with provisions of mandatory law, the customer is obliged to pay compensation to the contractor for all damage in the broadest sense of the word that may arise for the contractor as a direct or indirect consequence of legal actions, which are instituted by third parties in respect of or as a result of the execution of the agreement between the customer and the contractor. The customer indemnifies the contractor (and its employees) against all third-party claims in the broadest sense of the word, as referred to above, in particular, but not exclusively, for claims for infringement of intellectual property rights, product liability as a result of a defect in a product and/or system and/or (additional) service provided by the customer to a third party and which also consisted of goods delivered by the contractor (equipment, software, websites, data files or other materials) and/or (additional) services, except if and insofar as the customer proves that the damage was caused by these items and/or (additional) services.
- 20.3. A consumer is only liable for business and/or consequential damage of the contractor if the damage is caused intentionally, by gross negligence or recklessness by the consumer.

21. Warranty

- 21.1. Contractor shall deliver the goods and/or (additional) services in accordance with technical and/or functional specifications agreed upon in the agreement and guarantees the standard quality and soundness of the delivered goods, the actual life span of which can never be guaranteed. The contractor does not guarantee uninterrupted or trouble-free delivery of (additional) services.
- 21.2. Contractor shall perform its duty as expected from a company in its branch, but accepts no liability for any damage, as referred to in article 19, including death and injury, consequential loss, trading loss, loss of profits and/or stagnation damage.
- 21.3. Unless the parties have agreed otherwise in writing, the supplier shall not provide any other guarantee on the delivered goods and/or (additional) services other than that provided by the supplier. The warranty conditions of the supplier are provided to the customer upon delivery of the goods and/or (additional) services or are available for inspection by the contractor and are sent to the customer on first request. In the event that the warranty conditions of the supplier are not declared legally binding or if no warranty conditions apply, then only the provisions of the general and/or additional conditions of the contractor apply.
- 21.4. If the parties agree in writing that the contractor provides the customer with a warranty on goods and/or (additional) services and the contents of that warranty have not been specified in writing, then the warranty shall only include free repair / repair or replacement of parts in the event of material and/or manufacturing defects. The warranty does not include the delivery and/or replacement of consumables. The replaced parts automatically become the property of the contractor.
- 21.5. The contractor does not guarantee and is never deemed to have guaranteed that the delivered goods and/or (additional) services are suitable for the purpose for which the customer wishes to edit, process or use them.



- 21.6. No warranty is given for goods and/or additional services of which the customer cannot demonstrate that he has received them within the warranty period of the contractor.
- 21.7. The warranty period is not extended or renewed by carrying out warranty work, on the understanding that the guarantee on the warranty work carried out, including on the replaced parts, is 3 months.

22. Termination of the agreement

- 22.1. If the customer, after being in default, does not fulfill, at least not timely and/or properly, what the parties have agreed upon, the contractor has the right to dissolve the agreement in writing by out-of-court. In that case the contractor, with due observation of the provisions in these general and/or additional conditions, is obliged to reimburse the costs incurred and amounts advanced by the contractor, which in that case are immediately due and can not be used to set off any claim that the customer has against the contractor. The above does not affect the contractor's right to compensation, including, but not limited to, the positive contractual interest.
- 22.2. After termination of the agreement, the customer must provide the contractor with the opportunity to remove the (additional) services at the first request of the contractor. If the customer has not given the contractor the opportunity to remove the (additional) services one month after termination of the agreement, the periodic payments referred to in these general and/or additional conditions shall remain due by the customer until the moment that the contractor has completed the (additional) services.
- 22.3. In the event of cancellation, as referred to in Article 2.8, the customer shall send written confirmation of the cancellation and the date on which the service is terminated within two weeks at the latest.
- 22.4. Contractor is entitled, without further notice of default, to terminate the agreement with immediate effect in writing if:
- a) the customer requests a suspension of payments;
 - b) the customer declares bankruptcy or is declared bankrupt;
 - c) the customer is admitted to the debt rescheduling scheme (WSNP);
 - d) the customer offers an amicable or judicial agreement;
 - e) the customer loses (legal) capability to act in any way regarding his/her assets or loses part of it;
 - f) the customer suspends or ceases operation of the business;
 - g) the customer liquidates his/her business;
 - h) the customer dies or is placed under guardianship;
 - i) the customer changes his/her legal personality;
 - j) a seizure of sums is incurred upon (part) of the customer's assets;
 - k) contractor concludes that the customer's creditworthiness is insufficient, to be judged by the contractor;
 - l) the customer refuses to issue securities and/or refuses to fulfill advance payments;



- m) the customer fails to fulfill obligations arising from other agreements with contractor after having given notice of default or fails to pay in time.
- 22.5. The customer waives all rights to dissolve the agreement under article 6: 265 et seq. of the Dutch Civil Code or other statutory provisions, unless mandatory legal provisions oppose this, in which case the (extra) judicial dissolution of the agreement shall not be undone by the contractor. In the aforementioned case, the amounts owed by the client at the time of the dissolution are immediately due and can not be used to set off any claim that the client has against the contractor.
- 22.6. The parties have the right to cancel the agreement before the start of the execution thereof or with due observance of the provisions of article 2.8 to terminate after the start of the execution of the agreement.
- 22.7. In the event the customer cancels the agreement, the customer shall owe the contractor a further compensation to be determined by the contractor. In the event of cancellation or termination, the customer is obliged to compensate the contractor for all costs, damage and loss of profit. The contractor is entitled to fix the costs, damage and loss of profit and - at its discretion and depending on the work already performed or deliveries - charge 20% to 100% of the agreed price to the customer.
- 22.8. The client is liable to third parties for the consequences of the cancellation or termination and indemnifies the contractor in this respect.
- 22.9. A majority participation by third parties in the business of one of the parties can not be regarded as an urgent reason for the immediate termination of the agreement.
- 22.10. Any amounts already paid to the contractor by the customer will not be refunded.

23. Retention of title

- 23.1. Unless the parties have agreed otherwise in writing, all delivered and to be delivered goods and/or (additional) services remain exclusively the property of the contractor, until all claims that the contractor has or will have on the client, including but not exclusively, the claims under article 3:92 section 2 Dutch Civil Code (interest and (extra) judicial costs) and attributable shortcoming, have been paid in full.
- 23.2. As long as the ownership of the delivered goods and/or (additional) services has not been transferred to the customer, the customer is not permitted to pledge or encumber the goods with any other right for the benefit of a third party.
- 23.3. The goods delivered under retention of title and/or (additional) services may be sold and delivered by the customer to third parties, provided this is done in the normal course of business of the client. In the case of sale on credit, the customer is obliged to stipulate a retention of title from his clients/purchasers on the basis of the provisions of article 23.
- 23.4. With due observance of the provisions of article 5, the customer is not permitted to assign and/or pledge claims that the customer receives from its clients/purchasers to third parties without the prior written consent of the contractor. When entering into the agreement, the customer already undertakes to pledge the claims of its clients/customers, as referred to above, at the contractor's first request for the greater certainty of all claims that the contractor has against the customer.



- 23.5. Opdrachtgever is gehouden om de door opdrachtnemer onder eigendomsvoorbehoud geleverde goederen en/of (aanvullende) diensten met de nodige zorgvuldigheid en als herkenbare eigendom van opdrachtnemer zorgvuldig te bewaren en/of te gebruiken.
- 23.6. Opdrachtgever is verplicht de zaken en/of (aanvullende) diensten voor de duur van het eigendomsvoorbehoud tegen brand-, ontploffings- en (water)schade, alsmede tegen diefstal te verzekeren. Opdrachtgever zal opdrachtnemer op eerste verzoek (een kopie van) de polissen ter inzage verstrekken.
- 23.7. Met inachtneming van het bepaalde in artikel 5 zullen alle aanspraken van opdrachtgever op de verzekeraars van de goederen en/of (aanvullende) diensten uit hoofde van de verzekeringen, zoals bedoeld in artikel 23.6., op eerste verzoek van opdrachtnemer aan opdrachtnemer worden verpand ter meerdere zekerheid van alle vorderingen die opdrachtnemer op opdrachtgever heeft, uit welke hoofde dan ook.
- 23.8. In het geval opdrachtgever in de nakoming van haar verplichtingen jegens opdrachtnemer tekortschiet of opdrachtnemer gegronde vrees heeft dat opdrachtgever in haar verplichtingen tekort zal schieten, is opdrachtnemer gerechtigd om de onder eigendomsvoorbehoud geleverde goederen en/of (aanvullende) diensten terug te nemen, waarna opdrachtgever zal worden gecrediteerd voor de marktwaarde, welke in geen geval hoger zal zijn dan de oorspronkelijke koopprijs, verminderd met de op de terugneming gepaard gaande kosten, en onverminderd alle overige in dat geval aan opdrachtnemer toekomende rechten, waaronder, doch niet uitsluitend, het recht op verrekening met de eventueel door opdrachtnemer geleden schade. Opdrachtgever dient opdrachtnemer te allen tijde en zonder enig voorbehoud toegang te verlenen tot de locatie waar de zaken zich bevinden.
- 23.9. Ingeval opdrachtnemer een beroep doet op het eigendomsvoorbehoud, zoals hiervoor bedoeld in artikel 23.8. geldt de ter zake gesloten overeenkomst als ontbonden, onverminderd het recht van opdrachtnemer tot vergoeding van de door haar geleden en/of nog te lijden schade, gederfde winst en interest te vorderen.
- 23.10. The customer is obliged to immediately inform the contractor in writing of the fact that third parties enforce rights on items and/or (additional) services to which a retention of title is imposed pursuant to this article.
- 23.11. The customer must inform the contractor immediately if the attachment is or threatens to be placed on the goods and/or (additional) services or otherwise property rights of the contractor or of third parties engaged by it are threatened to be damaged. The customer must grant the contractor unhindered access to the location where the goods are located.
- 23.12. The customer must ensure that the goods and/or (additional) services are placed in a suitable (dry and vibration-free) location. The customer shall not affect the type and serial numbers, logos and/or other markings applied to the goods and/or (additional) services.

24. Intellectual properties

- 24.1. All rights of intellectual property or other rights with regard to the delivered goods and/or services rest with the contractor, at least with the relevant entitled party supplier of contractor.
- 24.2. The customer indemnifies the contractor against third parties for claims in the broadest sense of the word regarding violation of (intellectual property) rights of third parties.



- 24.3. The customer will immediately inform the contractor of any claim from third parties regarding violation of their (intellectual property) rights.
- 24.4. The customer shall immediately inform the contractor of any violation of intellectual (property) rights of the contractor and/or supplier.
- 24.5. Unless the parties have agreed otherwise in writing, the customer is not permitted to change and/or remove the brand and/or identification marks of the contractor on the goods or the packaging thereof.
- 24.6. Unless the parties have agreed otherwise in writing, the customer is not permitted to change and/or copy the goods and/or (additional) services or any part thereof.
- 24.7. The following provisions in article 24.7 are also applicable if the contractor provides (additional) services:
- a) The customer will only acquire a non-exclusive and non-transferable right to use the (additional) services, accompanying user documentation and any software for the duration of the agreement, insofar as necessary to make use of the (additional) service. The (intellectual) property rights to the (additional) services, accompanying user documentation and software remain with the contractor and/or its suppliers. The contractor is at all times entitled to take back the (additional) services and products that it owns. A property reservation always applies to all cases. The customer must then destroy any copies of the (additional) services, including software;
 - b) The customer must ensure that the (additional) services are placed in a suitable (dry and vibration-free) location. The customer shall not affect the type and serial numbers, logos and/or other markings applied to the (additional) services;
 - c) The customer is not entitled to make any changes to the (additional) services (including changes to software supplied or implemented in the (additional) services) or to move or damage these, or to have these installed by parties other than the contractor or to have them moved, except with the consent of the contractor;
 - d) If third parties wish to assert rights with respect to the (additional) services or take measures such as (conservatory) seizure, the customer must immediately inform them of the rights of the contractor. The customer must inform the contractor immediately.
- 24.8. The following provisions in article 24.8 are also applicable if the contractor provides software:
- a) The ownership of and all intellectual property rights relating to the software products and the underlying source code shall at all times remain with the contractor, or at least its suppliers, unless expressly agreed otherwise in writing. The customer shall not remove or change any distinguishing marks relating to the intellectual property rights of the rightful claimant;
 - b) The customer is authorized to resell the software products to the end user. The customer has the right to grant its end-user a non-exclusive and non-transferable sub-license for the use of the software products of the contractor, at least the supplier in accordance with the relevant software license conditions. This authorization does not entitle the customer to copy the software products and the associated documentation from the contractor and/or its suppliers or to make them available for payment or otherwise than by means of said sub-license to its end-users. set;



- c) The customer is obliged to explicitly point out to the end-user the limited right of sub-license as well as to the obligation to use the goods to thoroughly read the operating instructions, so that rights with regard to the applicable guarantees and/or provisions regarding liability are established and retained.

25. Personal details

- 25.1. The customer is obliged to provide the contractor with the correct name, address, place of residence, telephone and account numbers. The customer must inform the contractor of any change in the information provided.
- 25.2. In the performance of its services on the basis of this agreement and any other agreements with the contractor, the contractor will process data, including personal and traffic data of the customer, with due observance of the applicable laws and regulations concerning the protection of privacy, in particular the Law Protection of Personal Data and the Telecommunications Act.
- 25.3. Processes carried out by the contractor are, if necessary, notified to the Data Protection Authority.
- 25.4. The following is a list of special provisions concerning the protection of the customer's privacy:
 - a) The contractor may process the data referred to in the second paragraph for commercial, idealistic and charitable purposes, including market research, marketing and sales activities, assessment of creditworthiness, combating fraud and provision to third parties, with due observance of the purposes for the relevant processing. The client gives permission for this by accepting the general terms and conditions;
 - b) If the customer objects to the way in which the customer is included, the customer can object to this, the so-called 'opt-out'. If the customer indicates that he wishes to make use of the 'opt-out', the personal data of the customer will not be used (for a longer period) for marketing purposes at first request. The customer's request for the opt-out has no retroactive effect. The use of the personal data before the moment that the customer indicates that he wishes to use the opt-out does not make the earlier use of personal data unlawful;
 - c) The contractor will comply with legal obligations to provide data, such as in the context of a criminal investigation, and will cooperate with legally imposed charges for tapping;
 - d) If the contractor uses third parties such as collection agencies in the context of the collection of claims against the customer, or assigns such claims to (such) third parties, it is entitled to provide the third party with known data to the customer;
 - e) The Contractor shall ensure that appropriate organizational and technical measures are in place to secure personal data. Personal data are not kept longer than required for good business operations or are required by law.

26. Returns

- 26.1. Unless stipulated otherwise in these general terms and conditions and/or the additional conditions and/or the agreement, returns will only be accepted by the contractor after prior written permission, provided that the return is free of charge.



- 26.2. In all cases, return is done in a manner to be determined by the contractor and in the original, unopened packaging with, if applicable, not broken seal(s).
- 26.3. A return shipment received by the contractor does not in any way imply any acceptance of a defect or any approval by the contractor.

27. Other conditions

- 27.1. The contractor is entitled to change the general and/or additional conditions. The changes take effect four (4) weeks after the announcement or at a later date in the announcement.
- 27.2. Subject to the provisions of article 27.3 changes apply, as referred to in article 27.1, also with regard to existing agreements to which these general and/or additional conditions have been declared applicable, unless the contractor indicates that this is not the case.
- 27.3. If the customer does not wish to accept a change that relates to the (additional) service purchased by the customer, the customer can terminate the contract with regard to this (additional) service in writing (with cancellation) as of the date on which the change takes effect. The written cancellation must be received by the contractor before the effective date of the change, failing which the client will be deemed to have accepted the change.
- 27.4. The provisions in article 27.3 do not apply:
- a) if the change is solely for the benefit of the customer;
 - b) if the change does not reasonably affect the (legal) position of the customer;
 - c) if the customer is offered the opportunity to refuse the change;
 - d) if the change has already been irrevocably agreed upon when entering into the agreement, such as, for example, but not exclusively, a periodic adjustment of the rates to inflation;
 - e) if the change is prescribed by the government; or
 - f) in other cases where this is not required by applicable laws and regulations.
- 27.5. The customer is obliged to inform the contractor as soon as possible of facts and circumstances that (in financial terms) can have a material negative influence on the goods and/or services to be delivered by the contractor for the benefit of the customer, in order to give the contractor the opportunity to compensate for any resulting damage. This does not affect the right of the contractor to compensation, which also includes, but is not limited to, the positive contractual interest.
- 27.6. Shown and/or provided demo models, as well as specifications of colors, dimensions, weights and other descriptions in brochures, promotional materials and/or on the website of the contractor are as accurate as possible, but are only indicative. No rights can be derived.
- 27.7. The demo models mentioned in article 27.6 remain the property of the contractor at all times and must be returned to the contractor at the first request, unless the parties have explicitly agreed otherwise in writing.



27.8. Contractor has a Direct Touch sales department. All business generated by the Direct Touch sales department is placed with the contractor's business partners. Clients or prospects which the contractor presents to the customer must be completed exclusively by the customer for a period of 2 years after the date of delivery by products that have been sold to the customer by the contractor. Deviations from this are only permitted after written permission from the contractor. In violation of the provisions of this article, the customer will compensate the contractor by way of substitute compensation for damages equal to 25% of the sales value of the relevant transaction(s) to which the violation applies, with a minimum of € 15,000 per case.

28. [Applicable law](#)

28.1. Dutch law is exclusively applicable to the legal relationship between the parties. The applicability of the Vienna Sales Convention 1980 (CISG) is explicitly excluded. All disputes arising from or related to (the formation of) this agreement, or agreements arising from this agreement, must be brought before the competent court in the district in which the contractor is established.

