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# Terms and Conditions

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## 1. Definitions

In these general terms and conditions, the following terms are used in the following meaning, unless explicitly stated otherwise indicated.

- 1.1 Studio Ubique (Contractor): Studio Ubique, established in Nunspeet and registered in the register of the Chamber of Commerce under registration number 71799788..
- 1.2 Client: the counterparty that has concluded an agreement with the contractor
- 1.3 Order: the activity(s) that the Contractor will perform for the client, as specified in the agreement.
- 1.4 Agreement: the service agreement between the Contractor and the Client as described in the quote or e-mail.
- 1.5 User: the user of the deposited, which has been specified by the client (for example an employee).
- 1.6 Service: the activity(s) that the Contractor will perform for the client, as specified in the Agreement.
- 1.7 Space: the physical space as described in the Agreement or in the accompanying appendices with the Client.
- 1.8 Month: calendar month.

## 2. Agreement, offer and confirmation

- 2.1 These general terms and conditions, with the exclusion of purchase or other conditions of the client, apply to the creation, the content and the fulfillment of all agreements concluded between the client and the contractor.
- 2.2 Offers are without obligation and are valid for 14 or 30 days. Quotations can undergo changes due to unforeseen changes in the work. Prices are exclusive of VAT, photography, stock images, printed matter, paid fonts, travel costs and any other government levies. Mentioned rates and offers do not automatically apply to future orders.
- 2.3 Orders must be confirmed by the client in writing / by e-mail. If the client fails to do so, but nevertheless agrees that the Contractor commences the execution of the order, then the content of the quotation, or e-mail, will be deemed to have been agreed. Further verbal agreements and stipulations are only binding on the Contractor after they have been confirmed by Contractor in writing.
- 2.4 If the client wishes to provide the same order simultaneously to others than this Contractor or has already provided the order to another party, he must inform the Contractor, stating the names of these others.
- 2.5 If it appears that the information provided by the Client is incorrect, the Contractor is authorized to adjust the prices accordingly.
- 2.6 The Contractor can not be held to the products, services or conditions stated in its offers if Client can reasonably understand that the quotation, or a part thereof, an obvious mistake or friction.

## 3. The implementation and modification(s) of the agreement

- 3.1 The Contractor will make every effort to carry out the order carefully and independently, to represent the interests of the Client to the best of his knowledge and to strive for a result that is useful to the Client. Insofar as necessary, the Contractor will keep the client informed of the progress of the work.
- 3.2 The client is obliged to do all that is reasonably necessary or desirable to make timely and correct delivery by the Contractor possible, in particular by timely delivery of complete, sound and clear data or materials.
- 3.3 A term specified by the Contractor for the completion of the order has an indicative scope, unless the nature or content of the agreement proves otherwise. The client must give the Contractor written notice of default in the event of exceeding the stated term.
- 3.4 If it has been agreed that the Agreement will be executed in phases, the Contractor may suspend the execution of those parts (which belong to a following phase) until the Client has approved the results of the preceding phase in writing.
- 3.5 Unless agreed otherwise, performing tests, applying for permits and assessing whether the client's instructions comply with legal or quality standards are not part of the Contractor's order.
- 3.6 If the Client provides the Contractor with information carriers, electronic files, software, etc., the latter guarantees that the

information carriers, electronic files or software are free of viruses and defects.

- 3.7 Before proceeding with production, reproduction or publication, parties must give each other the opportunity to check and approve the latest models, prototypes or tests of the design. If the Contractor, whether or not in the name of the client, will give orders or directions to production companies or other third parties, the client must confirm his aforementioned approval in writing at the request of the Contractor.
- 3.8 Complaints must be communicated to the Contractor in writing as soon as possible, but in any event within ten working days after completion of the order, failing which the Client shall be deemed to have received the result of the have fully accepted the order.
- 3.9 If the Contractor or third parties engaged by the Contractor carry out activities within the scope of the order at the location of the Client or a location designated by the Client, the Client will provide free of charge for the facilities reasonably desired by those employees..
- 3.10 If during the execution of the agreement it appears that for a proper execution it is necessary to change or supplement work, the parties will adjust the agreement accordingly in time and in mutual consultation..
- 3.11 If the parties agree that the agreement is amended or supplemented, the time of completion of the execution can be influenced as a result. The contractor will inform the client as soon as possible.
- 3.12 If the amendment or supplement to the agreement will have financial and/or qualitative consequences, will the contractor inform the client about this in advance.
- 3.13 If a fixed fee has been agreed, the Contractor will indicate to what extent the change or supplement to the agreement will result in an exceeding of this fee.
- 3.14 Contrary to paragraph 3.12, the Contractor will not be able to charge additional costs if the change or addition is the result of circumstances that can be attributed to the Contractor.

## 4. Enabling third parties

- 4.1 Unless otherwise agreed, orders to third parties, in the context of the realization of the design, are provided by or on behalf of the client. At the request of the client, the Contractor may, at the expense and risk of the client, act as authorized representative. Parties can agree on a further compensation to be agreed upon.
- 4.2 If the Contractor draws up a budget for the costs of third parties at the request of the Principal, this budget will only have an indicative purpose. If desired, the Contractor can request offers on behalf of the client.
- 4.3 If, in the performance of the order, the Contractor purchases goods or services from third parties for his own account and risk, after which these goods or services are passed on to the client, the provisions from the supplier's general terms and conditions with regard to the quality, quantity, quality and delivery of these goods or services also apply to the client.
- 4.4 The Contractor accepts no liability for the work carried out by third parties insofar as it has entered into an agreement with the Client itself.
- 4.5 The Contractor accepts no liability if work on the Client's server takes place on behalf of the Client. Any damage caused by the Contractor can not be recovered from the Contractor.

## 5. Domain names and IP addresses

- 5.1 If the Service is (partly) intended to cause the Contractor to mediate for the Client in obtaining a domain name and/or IP address, the provisions in this article also apply.
- 5.2 Application, allocation and possibly use of a domain name and/or IP address are dependent on and are subject to the applicable rules and procedures of the relevant registration or issuing bodies. The relevant authority decides on the allocation of a domain name and/or IP address. The Contractor only plays an intermediary role in the application and does not guarantee that an application will also be honored.
- 5.3 The Client may only learn from the written confirmation from the Contractor, stating that the requested domain name an /or

IP address has been registered, the fact of registration.

- 5.4 The Client indemnifies and holds the Contractor harmless for all damage related to (the use of) a domain name and/or IP address on behalf of or by the Client.
- 5.5 The Contractor is not liable for the loss of the Client's right(s) to a domain name and/or IP address or for the fact that the domain name, the IP address and/or it is requested by a third party during the registration procedure and/or obtained. The Contractor is also not liable for a typing error or unclear manuscript by the Client that it or the Client has made to the request of a domain name and/or IP address. Previous except in case of intent or deliberate recklessness of the Contractor.
- 5.6 If the Contractor registers a domain name in its name on behalf of the Client, the Contractor shall cooperate with requests from the Client for the relocation, transfer or cancellation of this domain name.
- 5.7 The Contractor has the right to make the domain name, the IP address and/or it inaccessible and/or to cancel it if the Client is demonstrably in default in the performance of the Agreement and that the Contractor has been made known by means of a written notice of default.
- 5.8 The relevant registration or issuing bodies can directly address the Client, as domain owner and IP address user and/or as holder, to the use thereof by the Client or by its clients. It is possible that the registering or issuing authorities will change the conditions for use in the future. In all cases the new conditions then apply.
- 5.9 IP addresses remain the property of the Contractor at all times. Client only receives a right of use, which is not transferable. Client can not claim IP addresses.

## 6. Hosting, virtual servers and related services

- 6.1 If the Service (also) extends to services relating to the storage and/or transfer of material provided by the Client to third parties, such as in the case of web hosting, virtual servers or e-mail services, the provisions of this article also apply.
- 6.2 Client refrains from storing and/or distributing material in violation of provisions of Dutch law, including in any case but not exclusively understood material that:
  - is libelous, slanderous, abusive, racist, discriminatory or hateful,
  - erotic or pornographic,
  - infringes the rights of third parties, including in any case, but not exclusively, copyrights, trademarks rights and image rights,
  - a violation of the privacy of third parties, including in any case, but not exclusively understood the dissemination of personal data of third parties without permission or necessity or repeatedly harassment of third parties with undesired communication,
  - contains hyperlinks, torrents or comparable information of which the Client knows or should know that it refers to material that infringes the rights of third parties,
  - contains (or e-mail) unsolicited commercial, charitable or ideal communication,
  - contains malicious content such as viruses or spyware
- 6.3 The Client will refrain from hindering other Clients or internet users or causing damage to the servers. The Client is prohibited from starting up processes or programs, whether or not via the server, of which the Client knows or can reasonably suspect that this impedes the Contractor, other Clients or Internet users or causes damage. The Contractor will inform the Client of any measures.
- 6.4 The Client indemnifies the Contractor against all legal claims with regard to the data, information, website(s) and the like stored by the Client (see also Article 8 for notice and takedown).
- 6.5 Client will adhere to the generally accepted rules of conduct on the internet as laid down in RFC1855 (<ftp://ftp.ripe.net/rfc/rfc1855.txt>) and future modifications thereof.
- 6.6 Without Client's permission, the Client is not allowed to transfer the user name or user names and passwords or passwords provided by the Contractor to third parties.
- 6.7 In addition to the obligations arising from the law, damage arising from incompetence or failure to act in accordance with the above points will be for the account of the Client.
- 6.8 The Client hereby grants an unlimited license to the Contractor to distribute, store, transmit or copy all materials distributed by

the Client through the Supplier's systems, but only to the extent that this is reasonably necessary to do so. for the fulfillment of the Agreement by the Contractor.

- 6.9 The Client has no access to the configurations made by the Contractor (for example, institutions with respect to cluster hosting). Under no circumstances will the configurations be provided by the Contractor if the Agreement is terminated. These will be deleted by the Contractor. The client is not authorized to a refund of the installation and configuration costs.
- 6.10 Client is responsible for its customers. Any damage caused by a customer of the Client will be recovered from the Client.

## 7. Maintenance and availability of the Service

- 7.1 The Contractor has the right to put its systems (network(s)) or parts thereof temporarily out of use for the purpose of maintenance, adjustment or improvement thereof (at least with regard to network maintenance, servers and systems) from Monday to Friday between 22.00h - 6.00 am. The Contractor will try to have such a shutdown take place outside of office hours as much as possible and make an effort to inform the Client in good time of the planned shutdown. The Contractor is never liable for compensation for damage in connection with such a shutdown, nor will planned work may infringe on availability guarantees issued.
- 7.2 The Contractor will endeavor to inform the Client of the nature and the expected duration of the interruption in case of non-availability of the Service due to malfunctions, maintenance or other causes.
- 7.3 The Contractor will endeavor to realize uninterrupted availability of its systems and networks, and to realize access to data stored by the Contractor (subject to the provisions of the previous provisions of this article), but offers no guarantees on this unless otherwise agreed in the contract. quotation through a Service Level Agreement designated as such. Insofar as not otherwise stipulated in such a Service Level Agreement, the availability in this article applies to availability.
- 7.4 If explicitly agreed in writing, the Contractor will regularly make reserve copies (backups) of data stored by the Client on the Contractor's systems and, upon request, against payment, to make the client available. With regard to the backups, the client is at all times responsible for the correctness of the data, checking the backups and, if necessary, restoring the backups. The back-ups can be destroyed at any time after termination or termination of the Agreement. It is at all times the responsibility of the Client to request a backup copy upon termination or dissolution.
- 7.5 The Contractor will endeavor to keep the software used by it up-to-date. Contractor is, however, dependent on its supplier(s). The Contractor is authorized to not install certain updates or patches if this does not, in its opinion, promote the correct delivery of the Service.
- 7.6 If in the opinion of the Contractor a danger arises for the functioning of the computer systems or the network of the Contractor or third parties and/or of the service via a network, in particular by excessive sending e-mail or other data, poorly secured systems or activities of viruses, Trojans and similar software, the Contractor is authorized to take all measures that it reasonably considers necessary to avert or prevent this danger.

## 8. Notice & Takedown

- 8.1 If a third party informs the Contractor that information on the website, an application or part and/or functionality of a system that is managed by the Client or a client of the Client, contains information that infringes the rights of that third party or that otherwise unlawfully acted Contractor is authorized if it is plausible that the disclosure of that information becomes unlawful the Service with which the website, application or part and/or functionality of this system is connected to the network of the Contractor, with immediate effect. If the website or part and/or functionality of the system is on the Contractor's equipment, the Contractor will immediately remove the relevant information from its system.
- 8.2 In that case, the Contractor is also authorized to provide personal data of the Client to a third party or the competent authorities.
- 8.3 In the event of possibly punishable information, the Contractor is authorized to report this. Contractor can hereby hand over all relevant information about the Client and the information to the competent authorities and perform all other actions that

these authorities request the Contractor to perform in the context of the investigation.

- 8.4 The Contractor shall never be liable for damage of whatever nature suffered by the Client or its customers as a result of the termination of the Service or as a result of the removal of the information or the provision of personal data.
- 8.5 The Client indemnifies and will hold the Contractor harmless for any form of claim, indictment or proceeding by a third party in connection with (the content of) the data traffic or the information on the website originating from the Client or a website of a client of the Client.

## 9. Rights of intellectual property and property rights

- 9.1 Unless otherwise agreed, all intellectual property rights arising from the order - including patent rights, design rights and copyright - belong to the Contractor. Insofar as such a right can only be obtained through a deposit or registration, only the Contractor is authorized to do so.
- 9.2 Unless otherwise agreed, the order does not include carrying out research into the existence of rights, including patent rights, trademark rights, drawing or design rights, copyrights or portrait rights of third parties. The same applies to any investigation into the possibility of such forms of protection for the client.
- 9.3 Unless the work does not lend itself to it, the Contractor is at all times authorized to have his / her name mentioned or removed from the work or to have it removed and the client is not permitted to do the work without prior mentioning the name without prior permission. from the Contractor to make public or to reproduce.
- 9.4 Unless agreed otherwise, the work drawings, illustrations, prototypes, models, templates, designs, design sketches, films and other materials or (electronic) files created by the Contractor in the context of the order shall remain the property of the Contractor, irrespective of whether they are the client or to third parties.
- 9.5 After the completion of the order, neither the client nor the Contractor have a data retention obligation towards each other with regard to the materials and data used.

## 10. Use and license

- 10.1 When the client fully complies with his obligations pursuant to the agreement with the Contractor, he obtains an exclusive license to use the design insofar as this concerns the right of publication and reproduction in accordance with the destination agreed upon with the order. If no agreements have been made about the destination, then the licensing will be limited to that use of the design, for which there were definite intentions at the time of issuing the order. These intentions must demonstrably be made known to the Contractor prior to the conclusion of the agreement.
- 10.2 Without the written permission of the Contractor the client is not authorized to the design more broadly or on use (or have used) another method than has been agreed. In case of not agreed broader or other use, including modification, mutilation or damage to the preliminary or final design, Contractor is authorized to compensation for infringement of his / her rights of at least three times the agreed fee, or at least a fee reasonable and fairness is in proportion to the committed infringement, without prejudice to the Contractor's right to claim compensation for the damage actually suffered.
- 10.3 The client is not (any longer) allowed to use the results made available and every license granted to the client in the context of the order is canceled:
- from the moment the client does not (fully) fulfill his (payment) obligations under the agreement or is otherwise in default, unless the shortcoming of the client in the light of the entire order is of secondary importance;
  - if the order, for whatever reason, is terminated prematurely, unless the consequences of this are in conflict with reasonableness and fairness.
- 10.4 With due regard for the interests of the client, the Contractor has the freedom to use the design for his own publicity or promotion, unless otherwise agreed in writing with the Client.

## 11. Prices

- 11.1 All prices are exclusive of turnover tax (21% VAT) and other levies imposed by the government.
- 11.2 All prices on the website of the Contractor, quotations, agreements are subject to programming and typing errors. No liability is accepted for the consequences of such errors.
- 11.3 The Contractor is authorized to increase the prices in this Agreement at any time. The Contractor will inform the Client of this at least two months in advance. In the event of a price increase, the Client has the right to terminate the Agreement, with due observance of a notice period of one month. Article 11 paragraphs 4 and 5 make an exception to the Client's right to terminate the Agreement in the event of a price increase. If the Contractor wishes to reduce the applicable prices and rates, the Contractor shall be authorized to effect this reduction immediately, without the Client being authorized to terminate it.
- 11.4 The Contractor is authorized to increase the prices used in this Agreement by at most the percentage of 5%, without the possibility for the Client to terminate the Agreement. Flow rates may be increased by the Contractor at any time by a maximum of 45% per year, without the possibility for the Client to terminate the Agreement. This maximum expires if there is a circumstance, as described in paragraph 5 of this article.
- 11.5 The contractor is authorized to immediately increase the price in the following circumstances, without the possibility for the Client to terminate the Agreement:
- if the price increase is the result of an amendment to the Agreement;
  - if the price increase is the result of a price increase by (electricity) supplier (s);
  - if the price increase ensues from an obligation on the Contractor under the law;
  - if the price increase is the result of changed market conditions or;
  - inflation correction.
- 11.6 The Contractor can set a maximum for the amount of data traffic, CPU, memory and power per month that the Client may use in the context of the Service. If this maximum is exceeded, the Contractor is authorized to charge additional costs in accordance with the amounts stated in the offer, price list or website of the Contractor. No liability exists for consequences of inability to send, receive, store or change data if an agreed limit for storage, CPU, memory or data traffic is reached. If the Client exceeds its agreed flow limits per compartment, Contractor is authorized to take all measures within one working day after reporting of exceeding the Client to reduce the consumption to the maximum permissible. The costs associated with this will be passed on to the Client.
- 11.7 If the Contractor is required to incur extra costs or as a result of additional services by the Client, the Contractor is authorized to charge these to the Client. The causes of the Client include, for example, incomplete applications, not responding in time, incorrectly supplied information negligence and duplications that have also been caused.

## 12. Fees and additional costs

- 12.1 In addition to the agreed fee, the costs incurred by the Contractor for the execution of the order are also eligible for reimbursement.
- 12.2 If the Contractor is forced to perform more or other work due to the non-timely or non-delivery of complete, sound and clear data / materials or due to an amended or incorrect order or briefing, these activities must be honored separately, on the basis of the usual the fee rates applied by the Contractor.
- 12.3 If the fee is in any way made dependent on facts or circumstances, which must be apparent from the administration of the client, the Contractor shall have the right to have the administration of the client checked by an accountant selected by the Contractor after having received a statement from the client. If the outcome of the auditor's audit deviates by more than 2% or Eur. 130 from the statement and the statement by the client, the costs of this inspection on behalf of the client.
- 12.4 If a fixed fee has been agreed, the Contractor will indicate to what extent the change or supplement to the agreement will result in an exceeding of this fee.

## 13. Payment terms



- 13.1 Payments must take place within 14 days of the invoice date unless otherwise agreed with the client. If after the expiry of this period the Contractor has not received any (full) payment, the client is in default and is due interest equal to the statutory interest. All costs incurred by the Contractor, such as litigation costs and extrajudicial and judicial costs, including costs for legal assistance, bailiffs and collection agencies, made in connection with late payments, are at the expense of the client. The extrajudicial costs are set at at least 10% of the invoice amount with a minimum of Eur. 40 excl. VAT.
- 13.2 The Contractor is authorized to invoice 50% of the agreed fee in advance immediately after the conclusion of an agreement of at least Eur. 1,000 excl. VAT. The remaining amount of the agreed fee will be invoiced, at the option of the Contractor, during the execution of the agreed work and/or at the end of the order.
- 13.3 The Client is not authorized to suspend the payment of invoices for work already performed. In case of a late payment or only a partial payment of the invoice amounts, an interest of 1.5% per month is due on the outstanding amount from the invoice date. As month, every month or part of a month after invoice date applies.
- 13.4 If the payment is not received within 30 days, the Contractor is authorized to suspend the connection of the Internet facilities of the Client with the network of the Contractor or the Service until payment has been made.
- 13.5 In the event of non-compliance by the Client, the Client acknowledges his liability and all costs incurred for collection are at the expense of the Client, both judicial and extrajudicial (collection/bailiff etc.):
- If the Client fails to pay the invoice (in full) within the payment term, the Contractor is authorized reminder costs in the amount of EUR. 25.00 to be charged.
  - If the internet facilities of or the Service provided to the Client have been suspended due to non-fulfillment of the payment obligation, pursuant to Article 14 of these General Terms and Conditions, reconnection can take place only if both the claim(s) and the reconnection fee of EUR. 150, - have been paid.
- 13.6 In the event of liquidation, (application for) suspension of payment or bankruptcy, attachment (if and to the extent that the attachment has not been lifted within three months) at the expense of the Client, debt restructuring or any other circumstance as a result of which the Client will no longer be free to his assets, the Contractor is free to terminate the Agreement immediately and with immediate effect, without any obligation on its part to pay any compensation or compensation. The Contractor's claims against the Client are immediately due and payable in that case.
- 13.7 The Client agrees to electronic invoicing by the Contractor.

#### **14. Cancellation and dissolution of the agreement**

- 14.1 When the client terminates an agreement, he must, in addition to compensation, pay the fee and the costs incurred in connection with the work done until then.
- 14.2 If the agreement is terminated by the Contractor due to an attributable shortcoming in the fulfillment of the agreement by the Client, the Client must pay, in addition to compensation, the fee and the costs incurred in connection with the work performed until that date. Conduct of the client on the basis of which the Contractor can no longer reasonably be expected to complete the order, in this connection are also considered as attributable shortcomings.
- 14.3 Both Contractor and the client have the right to terminate the agreement immediately in whole or in part in the event of bankruptcy or (temporary) suspension of payment of the other party. In the event of bankruptcy of the client, the Contractor has the right to terminate the granted right of use, unless the consequences of this are in conflict with reasonableness and fairness.
- 14.4 In the event of dissolution by the client due to imputable shortcoming in the fulfillment of the obligations by the Contractor, the services already delivered and the related payment obligation will not be subject to cancellation, unless the client proves that the Contractor is in default with regard to these performances. Amounts that the Contractor has invoiced before the dissolution in connection with what he has already properly performed or delivered in order to execute the agreement shall remain payable in full with due observance of the previous sentence and shall become immediately due and payable at the time of the dissolution.
- 14.5 If the activities of the Contractor consist of the repetitive performance of similar activities, then the applicable agreement will

apply for an indefinite period, unless otherwise agreed in writing. This agreement can only be terminated by written cancellation, with due observance of a reasonable notice period of at least three months.

## **15. Guarantees and indemnities**

- 15.1 The Contractor guarantees that the items supplied by or on behalf of him / her are designed and that, if there is copyright on the design, he / she is considered to be a maker in the sense of the Copyright Act and as copyright owner of the work can have.
- 15.2 The client shall indemnify the Contractor or persons engaged by the Contractor from the order for all third-party claims arising from the applications or the use of the result of the order.
- 15.3 The client indemnifies the Contractor against claims relating to intellectual property rights on materials or data provided by the Client that are used in the execution of the order.

## **16. Liability**

- 16.1 The Contractor is not liable for:
- a. errors or shortcomings in the material provided by the client.
  - b. misunderstandings, errors or shortcomings with regard to the execution of the agreement if these find their cause or cause in acts of the client, such as not timely or not delivering complete, sound and clear data / materials.
  - c. errors or shortcomings of third parties engaged by or on behalf of the client.
  - d. defects in tenders from suppliers or for exceeding quotations from suppliers.
  - e. errors or shortcomings in the design or the text / data, if the client, in accordance with the provisions of art. 2.5 has given its approval, or has been given the opportunity to perform a check and has not used it.
  - f. errors or shortcomings in the design or the text / data, if the client has omitted the creation or commissioning of a particular model, prototype or proof, and these errors in such a (.) model, prototype or test would have been perceptible.
- 16.2 The contractor is only liable for direct damage attributable to him. Direct damage means only:
- a. reasonable costs to establish the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these conditions;
  - b. any reasonable costs necessary to have the defective performance of the Contractor comply with the agreement;
  - c. reasonable costs incurred to prevent or limit damage, insofar as the client demonstrates that these costs have led to limitation of the direct damage as referred to in these general terms and conditions. Liability of the Contractor for all other damage mentioned above, such as indirect damage, including consequential damage, lost profit, mutilated or lost data or materials, or damage due to business interruption, is excluded.
- 16.3 Except in the event of intent or deliberate recklessness on the part of the Contractor - subordinates therefore excluded -, the Contractor's liability for damage arising from an agreement or of a wrongful act committed against the Client shall be limited to the amount of the invoice that relates to the part of the order that has been performed. the costs incurred by the Contractor for the engagement of third parties, on the understanding that this amount will not exceed Eur. 45,000, and in any case at all times limited to a maximum of the amount that the insurer in the Contractor pays out.
- 16.4 Any liability expires by the lapse of one year from the moment the contract is completed.
- 16.5 The client is obliged, if reasonably possible, to keep copies of materials and data provided by him until the order is fulfilled. If the client fails to do so, the Contractor can not be held liable for damage that had not occurred with the existence of these copies.

## **17. Other provisions**

- 17.1 The client is not permitted to transfer any right from an agreement concluded with the Contractor to third parties, other than for the transfer of his entire enterprise.

- 17.2 The parties are bound to treat confidentially the facts and circumstances that come to the attention of the other party in the context of the order. Third parties, who are involved in the execution of the order, will be bound to the same confidential treatment with regard to these facts and circumstances originating from the other party.
- 17.3 The headings in these general terms and conditions serve only to promote readability and are not part of these conditions.
- 17.4 Dutch law applies to the agreement between the Contractor and the client. The court to take cognizance of disputes between the Contractor and the client is the competent court in the district where the Contractor is established, or the competent court according to the law, at the discretion of the Contractor.

