

General Terms and Conditions of Digital Heroes B.V.

having its registered office in (3621 ZA) Breukelen at De Corridor 27, registered in the trade register under number 30244390

Article 1. Definitions

1. *Supplier*: Digital Heroes B.V. or one of the other labels of Digital Heroes B.V. which acts as Supplier, hereinafter referred to as the Supplier;
2. *Client*: the other party with whom the Supplier enters into an agreement;
3. *Agreement*: any agreement for the delivery of the Supplier's goods or services.

Article 2. General

1. These General Terms and Conditions shall apply to all offers, legal relationships, quotations and agreements under which the Supplier supplies goods and/or services of whatever nature to the Client. Deviations from and additions to these General Terms and Conditions shall only be valid if expressly agreed in writing.
2. All offers, proposals and other expressions made by the Supplier shall be non-binding, unless the Supplier expressly indicates otherwise in writing. The Client guarantees the correctness and completeness of the measurements, requirements and specifications of the service and the other information specified by or on behalf of the Client to the Supplier on which the Supplier bases the offer.
3. The applicability of any of the Client's purchase or other general terms and conditions is expressly rejected.
4. If any provision of these General Terms and Conditions is void or voided, the other provisions of these General Terms and Conditions shall remain in full force.

Article 3. Offer

1. Every written offer or quotation made by the Supplier shall be valid for the period stated therein. If the offer or the quotation does not contain a period of validity, then the offer is non-binding.
2. In the case of a non-binding offer or a non-binding quotation, the Supplier shall have the right to revoke such offer or quotation within, but no later than, 2 business days after receipt of the acceptance.
3. The Supplier cannot be held to offers or quotations if the Client can reasonably understand that the offers or quotations, or any part thereof, contain an obvious mistake or clerical error.
4. If an offer or quotation relates to a product, the offer or quotation shall lapse if the product concerned has become unavailable in the meantime.
5. Offers are based on the data, specifications and/or requirements provided by the Client.
6. Offers include project management, periodic reporting, standard tooling and office costs; these costs shall be factored into the offer and shall not result in any extra costs for the Client, unless project management, periodic reporting or tooling are explicitly mentioned in the Supplier's offer.
7. Verbal promises, orders or other expressions of whatever nature made by the Supplier's employees are only legally valid and binding if confirmed in writing by the Supplier's authorised representatives.

Article 4. Conclusion and execution of agreement

1. The agreement shall be concluded through acceptance of the offer by the Client.
2. The Supplier shall only be bound by:
 - a. an order or purchase without a prior offer by the Client;
 - b. verbal arrangements;
 - c. any additions or amendments to these General Terms and Conditions or to the agreement, until after written confirmation thereof to the Client or as soon as the Supplier – without objection from the Client – has started to carry out the order, work or arrangements.
3. The obligation which the Supplier enters into with the Client shall always be a best-efforts obligation and not an obligation to perform.
4. If it has been agreed that the services will be provided in stages, the Supplier shall be entitled to suspend the start of the services forming part of a stage until such time as the Client has approved the results of the preceding stage in writing.

5. If, at the Client's request or with the Client's prior consent, the Supplier has done any work or provided any other service that goes beyond the content or scope of the agreed upon service, such work or service shall be paid for by the Client in accordance with the Supplier's customary rates. If a system analysis, design or specifications are expanded or changed, this shall also be understood to be additional work. The Supplier shall never be obliged to comply with such a request and may require that a separate written agreement be concluded for this.

Article 5. Price and payment

1. All prices are exclusive of turnover tax (VAT) and other levies imposed by the government.
2. The agreed upon price shall not automatically apply to repeat orders, nor shall it automatically apply proportionally in the case of a partial order.
3. The Supplier is entitled to adjust the price annually in accordance with the CBS price index.
4. The Supplier is always entitled to require an advance payment from the Client. The Supplier reserves the right to postpone or stop the work assigned to them until such advance payment has been made.
5. If the Client has a periodic payment obligation, the Supplier shall be entitled to adjust the applicable prices and rates by giving at least three months' notice in writing. If the Client does not wish to agree to such adjustment, the Client shall be entitled, within thirty days from the notification, to terminate the agreement from the date on which the adjustment would become effective.
6. The parties shall lay down in the agreement the date or dates on which the Supplier shall charge the Client for the agreed service. Invoices must be paid by the Client in accordance with the payment conditions stated on the invoice. In the absence of any specific arrangement, the Client shall pay within thirty days from the date of invoice, without prejudice to the provisions of Article 14.3. The Client shall not be entitled to set off or to suspend a payment.
7. The payment term constitutes an expiry term. If an invoice has not been paid in full or no direct debit has been possible after the expiry of the payment term, the Client shall immediately owe the Supplier - without any reminder or notice of default being required - default interest of 2% per month, calculated cumulatively on the principal amount, from the date on which payment should have been made until the date of actual payment. Parts of a month shall be counted as full months.
8. The Client shall then also owe the extrajudicial collection costs. The extrajudicial collection costs are set at a minimum of 15% of the principal amount due, with a minimum of € 150.00.
9. Payments shall first be used to settle the costs, then to settle the interest still due and finally to settle the principal sum and the current interest.
10. In the event of liquidation, (a petition for) bankruptcy, attachment or (provisional) suspension of payment of the Client, or if the Client knows that one of these situations will (probably) occur, the Client shall be obliged to notify the Supplier thereof in writing immediately. In that case all claims by the Supplier against the Client shall become immediately due and payable and the Supplier shall be entitled to terminate the agreement with immediate effect, without being liable for any compensation.
11. The media budget spent in good faith by the Supplier on behalf of the Client, or other marketing-related expenses incurred in good faith, shall be invoiced to the Client in full within 30 days.
12. Each delivery, including the delivery of one or more components of a combined order, may be invoiced separately.

Article 6. Privacy and data protection

1. The Supplier operates in compliance with the General Data Protection Regulation (hereinafter: the GDPR) and only collects personal data insofar as the Supplier has grounds for processing such data.
2. The Supplier shall make every effort to ensure sufficient organisational and technical security measures as referred to in the GDPR.
3. If, despite the organisational and technical security measures taken, a security incident (data leak) as referred to in the GDPR occurs, the Supplier shall notify the Controller under the GDPR as soon as possible within the period agreed upon by the parties.
4. The Supplier shall also make every effort to minimise and, insofar as possible, reverse any damage resulting from the data leak.
5. A data leak shall not release the Client from the obligations under the agreement with the Supplier, unless the Client can prove or make it plausible that there was gross negligence or fault on the part of the Supplier.
6. Any data leak that has occurred at one of the third parties engaged by the Supplier must be reported to the Client within 12 hours of discovery. All relevant information concerning the data leak must be included in such a report.
7. The Supplier shall not store personal data any longer than necessary for the execution of the order agreed upon between the parties, unless the Client consents to a longer storage period or the Supplier is obliged to observe a longer storage period under statutory provisions.
8. Under the GDPR, the Client has the right to view their personal data, the right to correct personal data, the right to have personal data deleted, the right to data portability and the right to information. The Client can exercise these rights by sending an email to the Supplier. The Supplier shall process such a request within the statutory period of four weeks. In the case of complex requests, this period may be extended once, by four weeks.

9. If, despite the Supplier's diligence, a security incident or data leak nevertheless occurs at the Supplier, or at a third party or (sub)processor engaged by the Supplier, then the Supplier shall only be liable if the data leak is the result of a failure to ensure the security of their systems.

Article 7. Retention of title and lien

1. All items delivered to the Client shall remain the property of the Supplier until all amounts payable by the Client in respect of the items delivered or to be delivered or activities performed or to be performed under the agreement, as well as all other amounts owed by the Client due to breach of the payment obligation, have been paid in full to the Supplier.
2. If the Client creates a new item (partly) from items supplied by the Supplier, the Client shall create this item only for the Supplier and the Client shall keep the newly created item for the Supplier until the Client has paid all the amounts due under the agreement; the Supplier shall in that case have all the rights as owner of the newly created item until the moment that the Client has paid in full.
3. A Client acting as reseller shall be entitled to sell and resell all items subject to the Supplier's retention of title, to the extent customary in the normal conduct of the Client's business.
4. If third parties seize the items delivered under retention of title, or wish to establish or assert any rights in respect of them, the Client shall be obliged to notify the Supplier of this immediately.
5. The Client shall be obliged to insure and keep insured the items delivered under retention of title against fire, explosion and water damage, as well as against theft, and to make the insurance policy available for inspection upon first request.
6. If applicable, rights are always granted to the Client on the condition that the Client pays the fees agreed upon in this respect in time and in full.
7. The Supplier may retain the items, products, property rights, information, documents, data files and (interim) results of the services of the Supplier which are received or generated within the framework of the agreement, despite an existing obligation to surrender or transfer, until the Client has paid all the sums owed to the Supplier.

Article 8. Intellectual or industrial property rights

1. All intellectual and industrial property rights to the software, websites, data files, equipment or other materials developed or provided under the Agreement, such as analyses, designs, documentation, reports, offers, as well as preparatory materials for the same (hereinafter collectively referred to as: 'the materials'), shall be vested exclusively in Supplier, their licensors or their suppliers, both during and after the expiry of the agreement. The Client shall only acquire the rights of use that are expressly granted by these General Terms and Conditions and the law. Any other or further right of the Client to reproduce the materials is excluded. Any right of use to which the Client is entitled shall be non-exclusive and non-transferable to third parties.
2. If, in deviation from Article 8.1, the Supplier is prepared to undertake to transfer any right of intellectual or industrial property, such undertaking may only be made explicitly and in writing. If the parties expressly agree in writing that any intellectual or industrial property rights in respect of software, websites, data files, equipment or other materials specifically developed for the Client shall pass to the Client, this shall not affect the Supplier's right to apply and exploit the components, general principles, ideas, designs, documentation, works, programming languages and the like underlying such development for other purposes, either for the Supplier themselves or for third parties, without any restriction. Similarly, a transfer of intellectual or industrial property rights shall not affect the right of the Supplier to engage in developments for the Supplier themselves or third parties which are similar to those done for the benefit of the Client.
3. The Client is prohibited from removing or changing any indication concerning the confidential nature or concerning copyrights, brands, trade names or other intellectual or industrial property rights from the software, websites, data files, equipment or other materials.
4. The Supplier shall be allowed to take technical measures to protect the software or with a view to agreed upon restrictions in the duration of the right to use the software. The Client is prohibited from removing or evading such a technical measure. If security measures result in the Client being unable to make a back-up copy of the software, the Supplier shall provide the Client with a back-up copy upon request.
5. Unless the Supplier provides a back-up copy of the software to the Client, the Client may make one back-up copy of the software, which may only be used to protect against involuntary loss of possession or damage. The back-up copy may only be installed after involuntary loss of possession or damage. A back-up copy must have the same labels and copyright indications as are present on the original version (see Article 8.3).
6. With due observance of the other provisions of these General Terms and Conditions, the Client shall be entitled to correct errors in the software provided to them if that is necessary for the intended use of the software. In these General Terms and Conditions, "errors" shall mean a substantial failure to meet the functional or technical specifications stated in writing by the Supplier and, in the case of custom-made software and websites, the functional or technical specifications expressly agreed between the parties in writing. An error shall only exist if the Client can prove it and if it can be reproduced. The Client shall be obliged to notify the Supplier of errors immediately.

7. The Supplier shall indemnify the Client against any legal claim by a third party based on the assertion that software, websites, databases, equipment or other materials developed by the Supplier themselves infringe an intellectual or industrial property right applicable in The Netherlands, on the condition that the Client immediately notify the Supplier in writing about the existence and substance of the legal claim and let the Supplier handle the matter completely, including with respect to agreeing to any settlements. To that end, the Client shall provide the necessary powers of attorney, information and cooperation to the Supplier to defend – if necessary, in the Client's name – against these legal claims. This indemnification obligation shall cease to apply if the alleged infringement relates:
 - (i) to materials provided by the Client to the Supplier for use, adaptation, processing or incorporation, or
 - (ii) to changes the Client has made or caused third parties to make to the materials.
8. If it has been established in court as an incontrovertible fact that the materials developed by the Supplier themselves infringe any intellectual or industrial property right held by a third party or if, in the Supplier's judgement, there is a fair chance that such infringement will occur, the Supplier shall, if possible, ensure that the Client can continue to have undisturbed use of the delivered items, or functionally equivalent other materials, for example, by modifying the infringing parts or by acquiring a right of use for the Client. If, at their sole discretion, the Supplier cannot ensure or cannot ensure except in a manner that is unreasonably burdensome (financially or otherwise) for the Supplier that the Client can continue to have undisturbed use of the delivered items, the Supplier shall take back the delivered items, against crediting of the acquisition costs minus a reasonable user's fee. The Supplier shall not make their choice in this regard until after the Client has been consulted. Any other or more extensive liability or indemnification obligation on the Supplier's part due to the infringement of a third party's intellectual or industrial property rights shall be completely excluded, including liability and indemnification obligations on the Supplier's part for infringements caused by using the materials delivered:
 - (i) in any form not modified by the Supplier;
 - (ii) in connection with items or software not delivered by the Supplier; or
 - (iii) in another manner besides that for which the materials were developed or intended.
9. The Client guarantees that no third-party rights will oppose the Supplier from receiving equipment, software, materials intended for websites (visual material, text, music, domain names, logos etc.), databases, or other materials, including, but not limited to draft material, intended for use, adaptation, installation or incorporation (for example, in a website). The Client shall indemnify the Supplier against any action based on the claim that such provision, use, adaptation, installation or incorporation infringes a third-party right.

Article 9. Client's obligations

1. The Client shall always provide to the Supplier in a timely manner all data the Supplier has informed the Client are necessary or for which the Client should reasonably understand are necessary for proper execution of the agreement. Furthermore, the Client shall always provide all necessary cooperation in this regard, including but not limited to granting access to their premises.
2. The Client shall bear the risk of selecting, using and applying in their organisation the equipment, software, websites, databases and other products and materials and the services to be provided by the Supplier, and shall also be responsible for the monitoring and security procedures and proper system management.
3. If the Client does not provide the Supplier with the data, equipment, software or employees necessary for the execution of the agreement, or does not provide this in a timely manner or in accordance with the agreements made, or if the Client otherwise does not reasonably fulfil their obligations, the Supplier shall be entitled to suspend execution of the agreement in whole or in part, and shall be entitled to charge the ensuing expenses in accordance with their usual rates, all of this without prejudice to the Supplier's right to exercise any other legal right.
4. In the event that employees of the Supplier perform work on-site at the Client's location, the Client shall provide the facilities reasonably desired by those employees free of charge, such as a working space with computer and telecommunications facilities. The working space and facilities shall comply with all applicable (legal) requirements and regulations concerning working conditions. The Client shall indemnify the Supplier against claims by third parties, including the Supplier's employees, who, in executing the agreement, suffer injury which is the result of acts or omissions of the Client or of unsafe situations in the Client's organisation. The Client shall provide timely notice to the Supplier's employees to be engaged of the company and security rules applicable within the Client's organisation.
5. If telecommunication facilities, including the internet, are used in the execution of the agreement, the Client shall be responsible for properly selecting these and making them available in a timely and sufficient manner, except for those facilities directly used and managed by the Supplier. The Supplier shall never be liable for damage or expenses due to transmission errors, malfunctions or the non-availability of these facilities, unless the Client proves that this damage or these expenses resulted from intentional acts or gross negligence on the part of the Supplier or their managers. If telecommunications facilities are used in the execution of the agreement, the Supplier shall be entitled to assign access or identification codes to the Client. The Supplier may change the assigned access or identification codes. The Client shall treat the access codes as confidential and with due care and shall only disclose them to authorised employees. The Supplier shall never be liable for damage or expenses resulting from misuse of access or identification codes.

6. During the term of the agreement and for one year after it is terminated, each of the parties shall not, without the prior written consent of the other party, take on employees of the other party who are or have been involved in executing the agreement, directly or indirectly, against payment or free of charge, or otherwise allow them to perform work. The Supplier shall not withhold the aforementioned consent if the Client has offered suitable compensation. Such 'suitable compensation' shall in no case amount to less than four (4) gross monthly salaries of the employee concerned, without prejudice to the right of the Supplier to claim a higher compensation, if necessary.

Article 10. Delivery periods

1. All (delivery) periods stated or agreed by the Supplier have been determined to the best of the Supplier's knowledge and based on data known to the Supplier when they entered into the agreement. The Supplier shall make proper efforts to observe agreed (delivery) periods as much as possible. The mere fact that a stated or agreed (delivery) period has been exceeded shall not cause the Supplier to be in default. In all cases, hence, even if the parties have expressly agreed on a final date in writing, the Supplier shall not be in default because of a time period being exceeded until the Client has provided the Supplier with a written notice of default.
2. The Supplier shall not be bound by (delivery) dates, whether final or not, which can no longer be met on account of circumstances beyond the Supplier's control which have occurred after the agreement was concluded. Nor shall the Supplier be bound by (delivery) dates, whether final or not, if the parties have agreed to modify the substance or scope of the agreement (additional work, change in specifications etc.). If any period threatens to be exceeded, the parties shall consult with each other as soon as possible.

Article 11. Guarantee

1. The Supplier guarantees that the items comply with the agreement, with the specifications stated in the offer, with the reasonable requirements of soundness and usability which may be made for these items in accordance with the standards applicable in the industry and the legal provisions existing on the date of the conclusion of the agreement.
2. Recourse to any guarantees shall only be possible if the Client has complied with their payment obligation.
3. A claim under a guarantee shall be made by submitting a complaint in writing within the time limits specified in Article 14 below.
4. The Supplier shall not be responsible for checking the accuracy and completeness of the results of the computer services provided by Supplier, which shall be understood to mean the automatic processing of data by means of software and equipment managed by Supplier (hereinafter: the computer services). The Client shall check these results themselves upon receiving them. The Supplier does not guarantee that the computer services shall be provided without errors or without interruptions. If defects in the results of the computer services are a direct consequence of products, software, data carriers, procedures or operating actions for which the Supplier is expressly responsible under the agreement, the Supplier shall repeat the computer services in order to fix these defects to the best of their ability, provided the Client notifies the Supplier of these imperfections in writing and in detail as soon as possible, but no later than within one week after receiving the results of the computer services. Only if defects in the computer services are imputable to the Supplier, the repetition will be performed free of charge. If the defects cannot be imputed to the Supplier and/or are the result of errors or omissions on the Client's part, such as providing incorrect or incomplete information, the Supplier shall charge the costs of any repetition to the Client according to their usual rates. If fixing the defects imputable to the Supplier is not technically or reasonably possible, the Supplier shall credit the amounts owed by the Client for the computer services concerned, without further or otherwise being liable to the Client. The Client shall not have any other rights because of defects in the computer services besides those described in these guarantee provisions.

Article 12. Termination of the agreement

1. Each of the parties shall only be entitled to dissolve the agreement if the other party imputably fails to comply with essential obligations arising from the agreement, in all cases after having received a proper written notice of default which is as detailed as possible and in which a reasonable period is set to remedy the failure.
2. The agreement between the Supplier and the Client is entered into for the duration stated in the agreement. Except in the case of termination, the agreement shall subsequently be extended for a period of equal duration. Termination of the agreement shall be effected by letter or email by the end of the (extended) term with a notice period of two months.
3. If an agreement does not state the duration for which it has been entered into and if the agreement, by its nature and content, does not end due to completion and has therefore been entered into for an indefinite period of time, it may be terminated by written notice by either party after proper consultation and with a statement of reasons. If the parties have not agreed on an express notice period, a reasonable notice period shall be observed.
4. In deviation from what has been provided for by law in this regard through directory law, the Client may only terminate a services agreement in the cases provided for in these General Terms and Conditions.

5. Each of the parties may terminate the agreement in writing with immediate effect, either wholly or in part, without notice of default, in the case referred to in Article 5.9. The Supplier shall never be obliged on account of this termination to refund funds already received or to pay damages. In the event of the Client's bankruptcy, the right to use the software provided to the Client shall terminate by operation of law.
6. If, at the time of the dissolution as referred to in Article 12.1, the Client has already received performance in connection with execution of the agreement, this performance and the related payment obligation shall not be cancelled, unless the Client proves that the Supplier is in default with regard to that performance. Amounts which the Supplier has invoiced before the dissolution in connection with what they have already properly performed or delivered to execute the agreement shall, subject to the provisions in the preceding sentence, continue to be owed in full and shall be immediately payable at the time of dissolution.

Article 13. Liability of Supplier

1. The Supplier's total liability shall be limited to compensating direct damage, up to at most the amount of the price (exclusive of VAT) stipulated for that agreement. If the agreement is primarily a continuing performance agreement with a term exceeding one year, the price stipulated for the agreement shall be set at the total of the fees (exclusive of VAT) stipulated for one year. In no event, however, shall the total compensation for direct loss exceed €500,000 (five hundred thousand euros). "Direct damage" is understood to mean mainly, but not exclusively:
 - (i) reasonable expenses which the Client would have to incur to make the Supplier's performance conform to the agreement, unless the agreement is dissolved by or at the suit of the Client;
 - (ii) reasonable expenses which the Client has incurred out of necessity to keep their old system or systems and related facilities operating longer because the Supplier did not provide delivery on a final delivery date to which they were bound, minus any savings resulting from the delay in delivery;
 - (iii) reasonable expenses incurred to determine the cause and scope of the damage, insofar as the determination relates to direct damage within the meaning of these General Terms and Conditions;
 - (iv) reasonable expenses incurred to prevent or mitigate damage, insofar as the Client can demonstrate that these expenses resulted in mitigation of direct damage within the meaning of these General Terms and Conditions.
2. The total liability of the Supplier for damage through death or bodily injury or because of material damage to items shall never exceed € 1,000,000 (one million euros).
3. Liability of the Supplier for indirect damage, consequential damage, loss of profit, lost savings, loss of goodwill, damage through business stagnation, damage resulting from claims by the Client's clients, mutilation or loss of data, damage relating to the use of items, materials or software of third parties prescribed by the Client for the Supplier, damage relating to the engagement of suppliers prescribed by the Client for the Supplier and all other forms of damage other than those mentioned in Articles 13. 1 and 13.2, for whatever reason, is excluded. Furthermore, the Supplier shall in no case accept liability for the media budget or other marketing-related expenses spent in good faith at the instruction of the Client. The Supplier shall in no case be obliged to refund the spent media budget in whole or in part. In particular, the Supplier shall not be liable for the situation in which the spent media budget or the spent marketing-related expenses do not produce the intended effect or result in negative publicity or reputational damage.
4. The limitations mentioned in the preceding paragraphs of this article will cease to apply if and insofar as the damage is the result of (determined) intent or deliberate recklessness on the part of the Supplier or their managing subordinates.
5. The Supplier's liability for any imputable failure to perform an agreement shall in all cases only arise if the Client gives the Supplier immediate and proper notice of default in writing, allowing a reasonable time for remedy of the failure, and the Supplier remains in imputable breach of contract even after such time. The notice of default must contain a description of the breach that is as complete and specific as possible, so that the Supplier can respond adequately.
6. A prerequisite for the validity of any right to compensation is always that the Client reports the damage in writing to the Supplier as soon as possible after it occurs. Any claim to damages against the Supplier shall expire by the mere lapse of 24 months after the claim arises.
7. The Supplier shall be authorised to engage third parties for the execution of the order. If the Supplier engages a third party for the execution of an order, the Supplier shall never be liable for any errors made by such third parties. If such a third party wishes to limit their liability, the Supplier shall be authorised to accept such limitation of liability also on behalf of the Client. These General Terms and Conditions constitute an irrevocable third-party clause for the benefit of the Supplier's employees and other agents.
8. The Client shall indemnify the Supplier against all claims of third parties in respect of product liability as a consequence of any defect in a product or system which was supplied to a third party by the Client and partly consisted of equipment, software or other materials supplied by the Supplier, except if and insofar as the Client can prove that the damage was caused by such equipment, software or other materials.

9. The provisions in this article shall also apply for the benefit of all legal and natural persons engaged by the Supplier in executing the agreement.
10. Other than the guarantees or guaranteed results explicitly agreed upon or given by the Supplier, the Supplier does not accept any liability.
11. The Client shall take all measures necessary to prevent or limit any damage.
12. If the Supplier must perform their services on the basis of documents provided by or on behalf of the Client, the Supplier shall not be responsible for the content, correctness and completeness of such documents.
13. The Supplier will not be liable and the Client will not be able to invoke the applicable guarantee if the damage has occurred:
 - (i) as a result of incompetent use, improper use or use of the product contrary to its intended purpose;
 - (ii) as a result of use of the product contrary to instructions, advice, directions for use, leaflets etc. provided by or on behalf of the Supplier or the manufacturer and/or importer;
 - (iii) as a result of improper storage or incorrect/inadequate maintenance of the items;
 - (iv) because repairs or other work or manipulations have been made on the product by or on behalf of the Client without the Supplier's explicit prior consent.
14. In cases as enumerated above, the Client shall be fully liable for all damage resulting therefrom and shall expressly indemnify the Supplier against all third-party claims for compensation of such damage.

Article 14. Complaints and claims

1. The Client may submit a written complaint about visible defects, damage and deviations in quantities within 2 working days after receipt of non-perishable goods. Any complaints received after that time shall not be taken into consideration.
2. In the absence of a timely complaint, the items shall be deemed to comply with the agreement.
3. Any complaints concerning the invoicing or the time sheets of the Supplier must be made known to the Supplier in writing within 10 business days. In the absence of a timely complaint, the time sheet shall be deemed to have been approved.
4. If no explicit guarantee period has been agreed upon, a period of six months after delivery shall apply. The Supplier shall have a complaints procedure in place and shall handle the complaint in accordance with this complaints procedure.
5. If a complaint has not been reported to the Supplier within the periods specified in the previous paragraphs, it shall not be possible to invoke an agreed upon guarantee.
6. The Supplier must be given the opportunity to investigate the complaint. The Client shall provide all relevant information for this investigation immediately upon the Supplier's request.
7. If the complaint is well-founded, the Supplier shall replace or repair the delivered items as soon as possible. The Supplier may also refund (part of) the purchase price instead of replacing or repairing the delivered items, such at the discretion of the Supplier.

Article 15. Force majeure

1. Neither of the parties shall be obliged to perform any obligation if they are prevented from doing so as a result of force majeure. "Force majeure" shall also include force majeure of suppliers of the Supplier, failure to properly fulfil obligations of suppliers prescribed by the Client, as well as defects in items, materials, and third-party software the use of which has been prescribed by the Client.
2. If a situation as referred to in Article 15.1 occurs as a result of which the Supplier is unable to fulfil their obligations towards the Client, then these obligations shall be suspended for as long as the Supplier is unable to fulfil their obligations. If the situation referred to in the preceding sentence has lasted for more than 90 days, both parties shall be entitled to dissolve the agreement, in whole or in part, in writing. That which has already been realised pursuant to the agreement shall in that case be settled proportionately, without the parties owing each other anything else.

Article 16. Secondment

1. There shall be secondment within the meaning of these General Terms and Conditions if the Supplier makes an employee (hereinafter: "the Seconded Employee") available to the Client in order to have this employee perform work under the Client's supervision, management and/or direction.
2. The Supplier shall make every effort to ensure that the Seconded Employee remains available for the term of the agreement. However, the Supplier shall always be entitled to replace this person by one or more other persons with the same qualifications after consultation with the Client.
3. The Client shall be entitled to request replacement of the Seconded Employee (i) if the Seconded Employee demonstrably does not meet expressly agreed quality requirements and the Client provides written notice of this request to the Supplier within three business days after the work commences, or (ii) if the Seconded Employee experiences a long-term illness or leaves the Supplier's employment. The Supplier shall immediately address the request, making it a priority. The Supplier does not

guarantee that replacement shall always be possible. If replacement is not or not immediately possible, the Client's claims to continued fulfilment of the agreement, as well as all claims of the Client on account of non-fulfilment of the agreement, shall lapse. The Client's payment obligations concerning the work performed shall continue to exist.

4. The Supplier shall be obliged to make timely and complete payment of the wage tax and social security contributions (including advance contributions) to be paid for the Seconded Employee in connection with the agreement. The Supplier shall indemnify the Client against all statutory claims by the Tax Authorities or social insurance agencies regarding taxes and social security contributions directly relating to the Supplier's making the Seconded Employee available ("inlenersaansprakelijkheid" or liability for using external personnel), provided the Client allows the Supplier to handle the claims concerned completely, cooperates fully with the Supplier and provides the Supplier with all necessary information and, if the Supplier desires, with powers of attorney to conduct legal proceedings.
5. The Supplier shall not accept any liability for the selection of the employee or for the results of the work arising under the Client's supervision, management and/or direction.
6. Permanent employment of the Seconded Employee shall only be possible after consultation and agreement on the compensation for which the transfer takes place. The compensation shall amount to at least 4 monthly salaries.

Article 17. Amendment clause

1. The Supplier shall at all times be entitled to make unilateral amendments or additions to the General Terms and Conditions. In that case, the Supplier shall notify the Client in a timely manner of all such amendments by sending the Client an email containing the amended General Terms and Conditions. The amended General Terms and Conditions shall then continue to apply, unless the Client objects to any amendments in writing within 30 days of the date of the amendment.
2. If the Client is a natural person who is not acting in the course of a profession or business, and the amendment provides the Client with a service which differs substantially from the original service, the Client may dissolve the agreement from the date on which the amended General Terms and Conditions come into force.

Article 18. Applicable law and disputes

1. Agreements between the Supplier and the Client, as well as these General Terms and Conditions, shall be governed exclusively by Dutch law. Applicability of the Vienna Sales Convention 1980 (sometimes also called the United Nations Convention on Contracts for the International Sale of Goods (CISG)) is excluded.
2. Any disputes arising from the provision of services by the Supplier shall be settled before the court in the district of the Supplier's place of business, unless this is contrary to mandatory law.