

# Terms and Conditions

## Bootmine BV

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### Chapter 1 Common terms

#### 1. Definitions

In these general terms and conditions and the provisions based on them, the following terms have the following meanings:

- a) *activity*: all services offered by the entrepreneur;
- b) *consumer*: a natural person who does not act in the course of his trade, business, craft or profession;
- c) *durable data carrier*: any tool that enables the entrepreneur to store personally addressed information in a way that makes this information accessible for future use during a period that is adapted to the purpose for which the information is intended, and that allows an unaltered display of the stored information;
- d) *fee*: the compensation that the entrepreneur is entitled to for his work, not including turnover tax (VAT);
- e) *entrepreneur*: the natural or legal person who acts in the context of her trade, business, craft or profession, whether or not also through another person acting on her behalf or on her behalf;
- f) *unambiguous statement*: the statement from a client to an entrepreneur that is only open to one interpretation. The statement contains at least:
  - i) name of the client;
  - ii) (invoice) address;
  - iii) zip code;
  - iv) residence;
  - v) telephone number;
  - vi) email address;
  - vii) order number;
  - viii) contract to which the declaration relates.
- g) *assignment*: the agreement between the client and the entrepreneur
- h) *client*: the natural or legal person who issues the order for the work;
- i) *distance contract*: the contract that is concluded between the entrepreneur and the client within the framework of an organized system for remote services without simultaneous personal presence of the entrepreneur and client and, up to and including the time of concluding the agreement, use only one or more means of distance communication;

#### 2. The entrepreneur

Entrepreneur:	Bootmine B.V.
Located at:	De Volger 25, 1863GA De Rijp The Netherlands

Chamber of Commerce number:	82726612
Email address:	info@bootmine.com

#### 3. The enterprise

- 1) These general terms and conditions apply to every website affiliated with Bootmine B.V., including <https://bootmine.com>

#### 4. Applicability

- 1) These general terms and conditions apply to every offer from the entrepreneur and to any distance contract concluded between the entrepreneur and the client.
- 2) Before the distance contract is concluded, the text of these general terms and conditions will be made available to the client. If this is not reasonably possible, before the distance contract is concluded, it will be indicated that the general terms and conditions can be viewed by the entrepreneur and they will be sent free of charge at the request of the client.
- 3) If the distance contract is concluded electronically, notwithstanding the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made electronically available to the client in such a way that it can be easily stored on a durable medium of the client. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be consulted electronically and that they will be sent free of charge electronically or otherwise at the request of the client.
- 4) The general terms and conditions can always be consulted on the websites of the entrepreneur.
- 5) In the event that specific service conditions apply in addition to these general terms and conditions, the second and third paragraphs apply mutatis mutandis and the client can always invoke the applicable provision that is most favorable to him in the event of conflicting general terms and conditions.

#### **5. Additional or different stipulations**

Additional or deviating provisions from these general terms and conditions may not be to the detriment of the client and must be recorded in writing or in such a way that they can be stored by the client in an accessible manner on a durable medium.

### **Chapter 2 The agreement**

#### **6. Estimate**

- 1) Estimates made by the entrepreneur are entirely without obligation, unless explicitly agreed otherwise.
- 2) Estimates made by the entrepreneur count as an offer and are valid for 30 days.
- 3) The estimate will indicate, if applicable to the activity, among other things:
  - a) the place of the activity;
  - b) the description of the activity;
  - c) according to which drawings, technical descriptions, designs and calculations the activity will be carried out;
  - d) the time of the start of the activity;
  - e) the period within which the activity will be carried out and delivered. The period can be determined on a specific day or the number of workable days within which the activity must be carried out;
  - f) the method of pricing used for the work to be carried out. With the price formation method contract price, the entrepreneur mentions a fixed amount for the activity described in the offer; With the price formation method directing, the entrepreneur makes a statement of the price factors (such as hourly rates, surcharges and unit prices of the required materials);
  - g) whether payment of the price will take place in installments;
  - h) whether a risk regime will apply to the activity and, if so, which;
  - i) the applicability of these general terms and conditions to the offer and the resulting assignment.

#### **7. Pricing**

- 1) During the period of validity stated in the offer, the prices of the services offered will not be increased, except for price changes as a result of changes in VAT rates, obvious errors, annual rate increases or cost-increasing circumstances.
- 2) Price increases, with the exclusion of cost-increasing circumstances and annual rate increases, within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.

- 3) Price increases, excluding cost-increasing circumstances and annual rate increases, from 3 months after the conclusion of the agreement are only permitted if the entrepreneur has stipulated this and:
  - a) they are the result of statutory regulations or stipulations; or
  - b) the client has the authority to terminate the agreement with effect from the day on which the price increase takes effect.
- 4) Cost-increasing circumstances are circumstances that:
  - a) be of such a nature that account may not be taken of the possibility that they may arise when the contract is concluded;
  - b) that entrepreneur cannot be attributed;
  - c) that increases the cost of the work.
- 5) Entrepreneur can increase his rates annually by up to 5%. An annual rate increase is not covered by a price increase as referred to in paragraphs 2 and 3 of this article.
- 6) Obvious errors in the offer, including obvious errors, do not bind the entrepreneur. Explicitly mentioned herein are errors in the offer advertised elsewhere than on the entrepreneur's site, whereby the information on the entrepreneur's site is always considered leading. An obvious error is understood to mean such a low offer that the client knew or should reasonably have known that it was an obvious mistake in the offer.
- 7) If the client has accepted an offer with an obvious mistake or error, the client will be notified immediately by email of the obvious error. The e-mail also stipulates a period within which the client is offered the opportunity to accept the correct offer.
- 8) Entrepreneur reserves the right to increase the rates annually by a maximum of 4%, each time on 1 January. An annual rate increase is not a price increase as referred to in paragraphs 2 and 3 of this article.
- 9) The prices quoted in the service offer are an estimate based on the expected amount of work. If the entrepreneur suspects that the activity will cost considerably more, the entrepreneur will immediately report this to the client.
- 10) If the entrepreneur reports additional costs related to the activity, this counts as a new offer to the client. The client has the right to terminate the agreement if the client considers the offer unreasonable.
- 11) Dissolving the agreement does not release the client from payment of work already carried out and costs incurred for making possible provisions.
- 12) If damage is caused to the work due to the termination of the agreement, this damage cannot be recovered from the entrepreneur, unless the damage is the result of gross intent or fault on the part of the entrepreneur.
- 13) The prices stated in the offer of services are exclusive of VAT.

## **8. Agreement**

- 1) The agreement is concluded, subject to the provisions of paragraph 4, at the time of acceptance of the offer by the client and in compliance with the associated conditions.
- 2) If the client has accepted the offer electronically, the entrepreneur will immediately electronically confirm receipt of the acceptance of that offer. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the client can dissolve the agreement.
- 3) If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to protect the electronic transfer of data and ensure a safe web environment. If the client can pay electronically, the entrepreneur will observe appropriate security measures.
- 4) If after the conclusion of the agreement, the entrepreneur becomes aware of circumstances that give her good grounds to fear that the client will not meet the payment obligation, the entrepreneur may suspend the fulfillment of her part of the agreement, dissolve the agreement or attach special conditions to the execution of the agreement.
- 5) The entrepreneur sends the client the following information to the service, in writing or in such a way that it can be stored by the client in an accessible manner on a durable medium:
  - a) the visiting address of the establishment of the entrepreneur where the client can lodge complaints;
  - b) the conditions under which and the manner in which the client can exercise the right of termination, or a clear statement regarding the exclusion of the right of termination;

- c) the information on guarantees and existing after-sales service;
- d) the information included in article 6 paragraph 3 of these conditions, unless the entrepreneur has already provided this information to the client before the execution of the agreement;
- e) the requirements for terminating the contract if the contract has a duration of more than one year or is indefinite.

### **Chapter 3 Performance of the agreement**

#### **9. Delivery**

- 1) The entrepreneur takes the greatest possible care when assessing applications for the provision of services and when executing the assignment.
- 2) When accepting an assignment, the entrepreneur verifies that he or she has the necessary knowledge and skills to fulfill it correctly.
- 3) If the execution of the activity has to be moved, or if the activity cannot or only partially be carried out, the client will be notified immediately. In that case, the client has the right to terminate the agreement free of charge and to any compensation.
- 4) If a term for delivery of the service has been agreed between the entrepreneur and the client, this term is not a strict deadline, unless explicitly agreed otherwise.
- 5) Exceeding the term does not constitute grounds for compensation or dissolution, unless it is explicitly stated that the term is a strict deadline.
- 6) Entrepreneur guarantees correct functioning of web-based software developed on the most recent stable versions of Google Chrome, Mozilla Firefox, Microsoft Edge and Apple Safari, as well as the immediately preceding versions, as these were valid at the time of delivery. For software that runs on hardware, support is only provided on the most recent stable versions of the operating system and the immediately preceding version, as these were valid at the time of delivery. Support for older or other browsers or operating systems is not guaranteed and can only be provided at an additional cost. Bugs or compatibility problems resulting from updates of browsers or operating systems after delivery are not covered by standard maintenance and are only resolved at an hourly rate.

#### **10. Payment**

- 1) Payment is possible on the payment methods offered by the entrepreneur.
- 2) Unless otherwise agreed, the amounts owed by the client must be paid monthly within 14 days after receipt of the invoice.
- 3) The client has the duty to immediately report inaccuracies in payment details provided or stated to the entrepreneur.
- 4) In the event of default by the client, the entrepreneur has the right, subject to legal restrictions, to charge the reasonable costs made known to the client in advance.
- 5) Reasonable costs as referred to in paragraph 5 of this article include in any case the legally determined interest and € 50 (Euro 50) administration costs. Reasonable costs also include costs incurred in connection with the collection of outstanding claims. The costs for collecting the outstanding debt are set at 15% of the outstanding invoices, with a minimum of € 250, unless a different percentage is used by law.

### **Chapter 4 Exceptional provisions**

#### **11. Adjustments and changes**

- 1) The parties will consult each other about changes to the assignment if:
  - a) changes occur in the principles or other circumstances underlying the engagement;
  - b) the proper performance of the contract requires additional work. In this consultation, the parties observe each other's legitimate interests.
- 2) The following circumstances in any case give cause to adjust the assignment:

- a) relevant changes to (government) regulations or decisions;
  - b) relevant changes in the schedule of requirements or the original contract;
  - c) changes requested by the client to, or variants of, activities that have already been approved or are part of a phase that has already been approved;
  - d) additional activities that prove necessary during the performance of the contract.
- 3) Adjustments and changes to the assignment are regarded as cost-increasing circumstances as referred to in Article 7 paragraph 4 of these General Terms and Conditions, to which Article 7 paragraph 8 et seq. Of these General Terms and Conditions apply mutatis mutandis.

## **12. Web hosting and service**

- 1) The Client will not publish or offer information via (the servers of) the entrepreneur that is contrary to Dutch law. This includes in particular but not limited to information provided without the permission of the copyright holder (s), information that is defamatory, threatening, offensive, racist, hate speech or discriminatory, information that includes child pornography and information that violates the privacy of third parties or stalking, as well as hyperlinks, torrents or other references to such information on third party websites anywhere in the world (even if the information would be legal in the relevant jurisdiction).
- 2) If a complaint has been reached and justified with regard to the provisions of paragraph 1, the entrepreneur is entitled to remove the material or make it inaccessible. In that case, the entrepreneur is also entitled to provide the client's personal data to a reporter or to the competent authorities. The entrepreneur will inform the client about the progress of this procedure.
- 3) If there is any criminal information, the entrepreneur is entitled to report this. The entrepreneur 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 entrepreneur to carry out in the context of the investigation.
- 4) In case of repeated (well-founded) complaints about the information offered by the client, the entrepreneur is entitled to dissolve and / or terminate the agreement.
- 5) The client indemnifies the entrepreneur against all damage as a result of the above. The entrepreneur is not liable for any damage whatsoever that the client suffers as a result of an intervention by the entrepreneur in the context of the complaint procedure, even if the complaint turns out to be unjustified and the information does not conflict with Dutch law.
- 6) Client refrains from hindering other clients or internet users or causing damage to the servers. The client is prohibited from starting processes or programs, whether or not via the server, of which the client knows or can reasonably suspect that this will hinder or damage the entrepreneur, other clients or internet users. The entrepreneur will inform the client of any measures.
- 7) Client will adhere to the generally accepted rules of conduct on the internet or netiquette, as laid down in RFC1855 and future amendments thereof.
- 8) Entrepreneur can set a maximum of the amount of storage space or data traffic per month that the client may use in the context of the service. If this maximum is exceeded, the entrepreneur is authorized to charge an extra amount, in accordance with the amounts for extra data traffic that are stated on the Website. No liability exists for the consequences of not being able to send, receive, store or change data if an agreed limit for storage space or data traffic has been reached.
- 9) The Client hereby grants the Entrepreneur an unlimited license to distribute, store, pass on or copy all materials distributed by the Client through the Entrepreneur's systems in any manner deemed suitable by the Entrepreneur, however only insofar as this is reasonably necessary. for the fulfillment of the agreement by the entrepreneur.
- 10) In addition to the obligations under the law, damage caused by incompetence or failure to act in accordance with the above points is for the account of the client.

## **13. Force majeure and malfunction**

- 1) Entrepreneur can, for the purpose of maintenance, adjustment or improvement of its systems, temporarily decommission the systems. The entrepreneur always tries to have the systems decommissioned take place at times when the client is least affected. Entrepreneur is not liable for damage to the client as a result of decommissioning the systems.

- 2) If telecommunication facilities are used for maintenance and support or other services by or on behalf of the entrepreneur, the parties are each responsible for the correct choice and timely availability thereof on their side. Entrepreneur is not liable for mutilation, interception or loss of data or processing results during the transmission of data using telecommunication facilities.
- 3) Entrepreneur can make adjustments to its systems for the purpose of functionality or errors. If the entrepreneur makes such adjustments, the client will be informed as far as possible. The client cannot waive the adjustments if the adjustments apply to a group of clients. Entrepreneur is not liable for damage to the client as a result of the adjustments to the systems.
- 4) Entrepreneur tries to minimize the consequences of the adjustment in the duration of the decommissioning for the client. In addition, the entrepreneur always tries to give an indication of the duration and the nature of the decommissioning or modification.
- 5) If the entrepreneur is unable to deliver due to force majeure, the agreement will be suspended. If the force majeure situation lasts longer than 90 days, the client is free to dissolve the agreement. Entrepreneur is not liable for damage due to force majeure.
- 6) Force majeure is in any case understood to mean disruptions or failures of the internet, the telecommunication infrastructure, synflood, network attack, DoS or DDoS attacks, power failures, internal disturbances, mobilization, war, traffic jam, strike, exclusion, business disturbances, stagnation in supply, fire, flooding, import and export obstacles and in the event that DigitalOcean is not enabled to supply by its own suppliers, for whatever reason.
- 7) Neither party is responsible to the other for any delay, non-performance, loss, damage or injury arising from natural disasters or an 'act of God', strikes, disqualification, civil uprising, upheaval, war, fire, explosion, sabotage, storm, flood, earthquake, mist or seizure of materials and or troops for national use.

#### **14. Transfer of rights and obligations**

- 1) Entrepreneur is entitled to transfer its rights or obligations arising from the agreement to third parties only with the prior written consent of the other party.

#### **15. Retention of title**

- 1) Entrepreneur retains ownership of all goods delivered by him until the client has fully complied with all his payment obligations.
- 2) The buyer is not authorized to sell, deliver or otherwise dispose of these goods, other than in accordance with his normal business and the normal destination of the goods, before the transfer of ownership referred to. Furthermore, the buyer is not allowed to pledge these goods or to grant any other right to third parties as long as the ownership of these goods has not been transferred to the buyer.
- 3) The client is obliged to keep the goods delivered under retention of title carefully and as recognizable property of the entrepreneur.

#### **16. Intellectual property**

- 1) All intellectual property rights to software, designs and other materials developed by the entrepreneur remain the property of the entrepreneur, regardless of whether they were developed specifically for a client. The client only obtains a non-exclusive, non-transferable right of use for the duration of the agreement and only for internal use.
- 2) All intellectual or industrial property rights, as well as similar rights to protect information, which relate to the products and / or services manufactured by the entrepreneur and supplied to the client, remain the property of the entrepreneur. Nothing in the agreement concluded or to be concluded with the client serves to transfer such rights, unless explicitly agreed otherwise.
- 3) Unless the parties have explicitly agreed otherwise, the Client will only acquire a non-exclusive and non-transferable right of use for the use of the products and results of the services for the agreed objectives. The Client will strictly adhere to the conditions laid down in the General Terms and Conditions or otherwise imposed on the Client in such use.
- 4) The client is not entitled to use the products and results of services other than for the use of the items to which they relate.

- 5) The client is not entitled to reproduce the products and results of the services or the information contained therein or otherwise made known to him / her and / or to disclose them to third parties, unless the entrepreneur gives explicit written permission for this.
- 6) The Client will not remove or change indications of the entrepreneur or its suppliers regarding copyrights, brands, trade names or other intellectual property rights.
- 7) The entrepreneur guarantees that it is entitled to grant the right of use to the client and indemnifies the client against any claims by third parties in this respect. This provision does not apply if and insofar as the products and / or results of the services have been changed and / or if they have been delivered in connection with goods from third parties, unless the client demonstrates in the latter case that the claims of third parties only relate to on the products and / or results of the services provided by the entrepreneur.
- 8) Transfer of intellectual property rights is only possible after explicit written agreement, and only after full payment of all outstanding invoices. The entrepreneur reserves the right to reuse generic components and developed modules in other projects. In the event of violation of this article, the client owes an immediately claimable fine of €10,000 per violation, without prejudice to the entrepreneur's right to full compensation.

### **17. Confidentiality**

- 1) Both parties are obliged to maintain the confidentiality of all confidential information that they have obtained from each other or from another source under their agreement. Information is considered confidential if this has been communicated by the other party or if this arises from the nature of the information.
- 2) If, on the basis of a statutory provision or a court decision, the user is obliged to provide confidential information to third parties designated by law or the competent court, and the user cannot rely on a legal or competent authority judge acknowledged or permitted right of refusal, then use is not obliged to compensation or compensation and the other party is not entitled to dissolve the agreement on the basis of any damage resulting from this.

### **18. Activities by third parties**

- 1) The entrepreneur is authorized to have work carried out by others under his direction and to leave the management to others with regard to parts, without prejudice to his responsibility for the proper fulfillment of the assignment.
- 2) If the proper realization of the project necessitates the appointment of one or more third-party advisors, the client will not proceed until after consultation with the entrepreneur.
- 3) Costs of third-party advisers referred to in paragraph 2 are for the account of the client, unless explicitly agreed otherwise.
- 4) In the event that the client appoints several third-party consultants, the client will determine which consultant is responsible for coordinating the activities and which consultant is responsible for controlling the process of the activities of the various consultants.
- 5) If the client prescribes an entrepreneur for a person whom the entrepreneur must use in the performance of his obligations, the entrepreneur will submit the conditions under which he and the prescribed person intend to contract to the client, who approves them and / or accepts.
- 6) With regard to the appointment of one or more self-employed persons, the applicability of Articles 7: 404, 7: 407 paragraph 2 and 7: 409 of the Dutch Civil Code is expressly excluded.

## **Chapter 5 Dissolution, compensation and disputes**

### **19. Dissolution, modification, relocation by the client**

- 1) The client can, after confirmation of the agreement by the entrepreneur, dissolve the agreement without reason. The entrepreneur uses a notice period of one month, unless explicitly agreed otherwise.
- 2) If the client wishes to dissolve the agreement, the following costs will be charged by the entrepreneur:
  - a) The fee;

- b) the additional costs;
  - c) supervisory costs;
  - d) all costs reasonably incurred and yet to be incurred, arising from obligations that the entrepreneur has already entered into at the time of termination with a view to the further fulfillment of the assignment.
- 3) The client exercises the right of dissolution by immediately making an unequivocal statement to the entrepreneur, stating the reason for dissolution and the date as of which the dissolution commences.
  - 4) If the client exercises his right of dissolution, the day on which the client has dissolved the agreement is the day on which the unambiguous statement has reached the entrepreneur.
  - 5) The client has the burden of proof for the correct and timely exercise of the right of dissolution.
  - 6) In case of force majeure or if the client or participant is forced to do so by unforeseen circumstances, the client or participant can change or move the agreement.
  - 7) Changes or transfers can be made immediately after the occurrence of the delay, in writing, by an unambiguous statement and stating the cause of the delay and the date as of which the delay occurs.
  - 8) In the event of a change or relocation, the entrepreneur will confirm the change or relocation in writing.

#### **20. Dissolve, change, move by entrepreneur**

- 1) The entrepreneur can terminate, change or move the agreement without reason. The entrepreneur uses a notice period of one month, unless explicitly agreed otherwise.
- 2) The entrepreneur informs the client in writing, by means of an unambiguous statement and stating the cause of the dissolution, change or relocation, immediately after the onset of the delay, from which date the delay occurred.
- 3) Offering a replacement, modified or moved activity counts as a new offer, which must be accepted by the client.
- 4) If it is not possible to offer a replacement activity or if the client does not accept the entrepreneur's offer, the entrepreneur will immediately transfer the amount paid by the client.
- 5) The entrepreneur is not liable for any (further) damage. The client is exclusively liable for any further damage caused by the dissolution.

#### **21. Liability**

- 1) The entrepreneur is liable to the client for his attributable shortcoming. Insofar as compliance is not already permanently impossible, this paragraph applies only with due observance of the statutory regulation of default of the debtor.
- 2) If the entrepreneur makes use of another person in the fulfillment of the assignment, the entrepreneur is liable in the same way as for his own shortcomings, with due observance of the provisions of art. 20 paragraph 5 of these General Terms and Conditions.

#### **22. Damages**

- 1) In the event of an attributable shortcoming, the entrepreneur is only liable for compensation for direct damage.
- 2) The liability of the entrepreneur is limited to the amount paid out in the relevant case under the liability insurance(s) taken out by it, plus the amount of the deductible. If no payment is made, the liability is limited to a maximum of 50% of the invoiced amount for the last month prior to the incident, with an absolute maximum of €1,000.
- 3) The entrepreneur cannot be held liable for indirect damage. Any claim for compensation will lapse if it is not reported in writing within three months after the damage occurred. Indirect damage also includes:
  - a) consequential damage;
  - b) loss of profit;
  - c) immaterial damage to the client;
  - d) missed savings;
  - e) business stagnation;
  - f) depreciation of products

- 4) The client is responsible for the correct delivery of his personal information, such as name, address details and other information required for the correct execution of the agreement. Entrepreneur cannot be held responsible for damage resulting from incorrectly provided information by the client that is necessary for the correct execution of the agreement.
- 5) The state of the law is always taken as the starting point for compensation when the contract is concluded. Entrepreneur cannot be held liable for damage resulting from changed legislation after the conclusion of the agreement, unless the entrepreneur should have known the change at the time of the agreement.
- 6) The client is obliged, unless this cannot be expected of him in connection with circumstances, to give the entrepreneur, in consultation, the opportunity within a reasonable period for his account to repair shortcomings for which the entrepreneur is liable, or to remedy the shortcomings to limit or cancel the resulting damage without prejudice to the entrepreneur's liability for damage as a result of the shortcomings.
- 7) In determining the compensation in the event of a violation of the power of representation, in addition to the other relevant facts and circumstances, account is taken of the extent to which the client benefits from the consequences of the violation of jurisdiction.
- 8) If the engagement of a specific person is or is prescribed by or on behalf of the client, the entrepreneur is not obliged to do more with regard to the work of that person towards the client than to what the entrepreneur can hold that person under the terms and conditions. of the agreements in force between the entrepreneur and the prescribed person, as accepted or approved by the client. If the prescribed person is inadequate and the entrepreneur has reasonably taken the necessary steps to obtain performance and / or compensation, the client will reimburse the extra costs incurred by the entrepreneur, insofar as these have not been reimbursed by the prescribed person. On the other hand, at the client's first request, the entrepreneur will assign his claim to the prescribed person up to the amount owed to him by the client.
- 9) Compensation determined on the basis of the previous rules does not apply insofar as this compensation is unacceptable in the circumstances according to standards of reasonableness and fairness.

### **23. Complaints**

- 1) The entrepreneur has a well-publicized complaints procedure and handles the complaint in accordance with this procedure.
- 2) Complaints about the performance of the agreement must be submitted fully and clearly described to the entrepreneur within 8 days, after the client has discovered the defects. Complaints can be lodged with the entrepreneur by means of an unambiguous statement, with due observance of the provisions of Article 1 under f of these conditions.
- 3) Complaints do not suspend the obligations of the client.
- 4) Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will reply within the period of 14 days with a notice of receipt and an indication when the consumer can expect a more detailed answer.
- 5) If the complaint cannot be resolved by mutual agreement, a dispute will arise that is subject to the dispute settlement procedure.

### **24. Changing the General Terms and Conditions**

- 1) Entrepreneur is always authorized to change these general terms and conditions.
- 2) Changes will only become binding for the client if the entrepreneur has notified the client of the changes to the general terms and conditions and fourteen days after the date of this notification have expired, without the client having notified the entrepreneur in writing that he does not agree to the changes.

### **25. Disputes**

- 1) Only Dutch law applies to agreements between the entrepreneur and the client to which these general terms and conditions apply.

- 2) All disputes between parties arising from this agreement, unless otherwise agreed between parties, will be submitted by the most diligent party to the competent Dutch court of the place of business of the entrepreneur.
- 3) If one or more articles of these terms and conditions are declared invalid by judicial decision, other provisions of these terms and conditions will remain in full force and the entrepreneur and client will enter into consultation in order to agree new provisions to replace the void or voided provisions. Considering as much as possible the purpose and intent of the void or voided provisions.