

# GENERAL TERMS AND CONDITIONS OF WAPPSTARS B.V. AND CONCEPT 1 B.V.

## FILED WITH THE CHAMBER OF COMMERCE UNDER NUMBERS 56920938 AND 75576643

WAPPSTARS B.V. Tel: 040 711 4761

E: info@wappstars.nl

W: www.wappstars.nl

Hurksestraat 28b

5652 AL Eindhoven

KvK: 56920938

IBAN: NL53 ABNA 0478412045

BIC: ABNANL2A

BTW: 852362407B01

CONCEPT1 Tel: 040 711 4761

E: info@concept-1.nl

W: www.concept-1.nl

Hurksestraat 28b

5652 AL Eindhoven

KvK: 75576643

IBAN: NL79 ABNA 0863376738

BIC: ABNANL2A

BTW: 860329112B01

### Article 1. GENERAL PROVISIONS and APPLICABILITY

1. These Terms and Conditions apply to all offers and agreements of purchase/sale of goods and/or assignments and services by Concept 1 B.V. and Wappstars B.V., hereinafter referred to as the Contractor. The Terms and Conditions can be found on [www.concept-1.nl](http://www.concept-1.nl) and [www.wappstars.nl](http://www.wappstars.nl), they are included as standard in every price quotation and are sent free of charge on request; 2. Additions or deviations from these conditions must be agreed in writing and only apply to the specific agreement for which they have been made; 3. The rights and obligations arising from agreements between the Contractor and the whole sale trader / supplier / agencies / consumers / shops, restaurants, etc., hereinafter referred to as the Other Party/the Commissioning Party cannot be transferred by the Other Party to third parties, unless written consent has been given by the Contractor; 4. Any Terms and Conditions that oppose this, including the (purchasing) Terms and Conditions of the Commissioning Party, shall not be accepted by the Contractor, unless otherwise agreed in writing and confirmed by the Contractor in writing; 5. With regard to the assignment commissioned, the Commissioning Party shall never be able to rely on the fact that it was acting on behalf of a third party, unless it has expressly notified the Contractor of this and the Contractor has accepted the assignment in writing under this condition; 6. These Terms and Conditions may be amended or supplemented at any time. The amended Terms and Conditions shall then also apply to agreements already concluded, with due observance of a period of one month after this amendment has been announced in writing; 7. The stipulations in these general terms and conditions are not only made for the benefit of Concept 1 B.V. and Wappstars B.V. but also for the benefit of all partners and affiliated companies and services (AsianSpot, i-Butler, Happy Alfred) and all persons who work at Concept 1 B.V. and Wappstars B.V., all persons who are engaged in the performance of any assignment by Concept 1 B.V. and Wappstars B.V. and all persons for whose acts or omissions Concept 1 B.V. and / or Wappstars B.V. could be liable.

### Article 2. PRICE QUOTATION

1. All offers are without obligation and valid for 10 days, unless otherwise agreed in writing. An agreement only comes into effect after the Contractor has accepted the order and the Other Party has accepted the order confirmation by signing it. If the order confirmation has not been signed and returned to the Commissioning Party within eight days of the date of confirmation, the Commissioning Party shall assume that it expresses what the parties have agreed. In particular, the absence of a signature does not affect the binding force of the offer and its acceptance; 2. Quantities, weights, amounts, prices, etc. mentioned in pricing documents or on the internet (website), quotations and other documents, are for information purposes only. Although the most important characteristics of the goods and services are presented as accurately as possible, they are in the nature of a rough indication and do not bind the Contractor. If a sample, model or image has been shown or provided to the Other Party, it shall only be presumed that it has been shown as an indication without the goods having to correspond to it, unless it has been expressly agreed that the goods correspond to it; 3. The Contractor shall compile its quotations on the basis of an estimate of the working hours required for the preparation (management) of the project, the use of materials and other project-related elements. The Contractor shall determine such hours in all reasonableness, however, this is an approximation, unless otherwise agreed (accepted work), for example as fixed monthly rates; 4. The method used to calculate the remuneration is as follows; 5. On the basis of a fixed amount: the provision of a service against a pre-determined total amount, depending on the assignment and the corresponding advice; 6. On the basis of an hourly rate: a fee agreed in advance for the provision of services during the period of one hour by one person. The Commissioning Party will be charged for the total number of hours worked for him, including travel time, office expenses, depreciation and other costs; 7. On the basis of a monthly fee: a fee agreed in advance for the provision of services for one month, this for an agreed period; 8. A combined quotation shall not oblige the Contractor to carry out part of the assignment for a corresponding portion of the quoted price; 9. Offers and/or quotations do not automatically apply to future assignments.

### Article 3. ESTABLISHMENT AND IMPLEMENTATION OF THE AGREEMENT

1. An agreement shall be deemed to have been validly concluded when the Contractor has executed the verbal, written and/or electronic request for the provision of a service or when the assignment is confirmed in writing or when the execution of the assignment has commenced, which includes purchasing materials for the corresponding order or starting production for it. An assignment shall also be deemed to have been given by sending or providing information or goods on the basis of which the work as referred to in Article 1.1 can be carried out. The contents of the agreement shall be defined by the order confirmation and these Terms and Conditions; 2. If - after the assignment has been given - an additional assignment is given, the originally agreed delivery time shall then expire; 3. Any additional work and materials falling outside the scope of the assignment will be invoiced by the Contractor as additional work for the applicable hourly rate and/or cost of materials at that time; 4. The Contractor shall perform the Agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship and on the basis of the state of the art known at that time and with due observance of the rules of conduct and professional practice. The Contractor declares towards the Other Party to exercise the care that may be expected of a reasonably competent and reasonably acting professional. This obligation has the character of an obligation to perform to the best of one's abilities; 5. The Other Party is responsible for the accuracy, completeness and reliability of the information and documents provided to the Contractor, even if they originate from third parties; 6. If necessary, the Contractor shall keep the Other Party informed of the work progress;

### Article 10. SUSPENSION

1. The Contractor shall be entitled to suspend the fulfilment of its obligations or to dissolve the Agreement without notice of default if:  
a. The Commissioning Party does not (fully) comply with the obligations under the Agreement;  
b. The Commissioning Party has been declared bankrupt, has been granted a suspension of payments, whether provisional or not, has become subject to another similar arrangement, or has otherwise lost the free management or free disposal of its assets in whole or in part, regardless of whether that situation is irrevocable;  
c. The Commissioning Party has ceased to exist or has been dissolved.  
2. In situations as referred to in Article 10, Paragraph 1, the claim for the full value of the Agreement shall be immediately due and payable;  
3. In the event of premature suspension of the Agreement, the Contractor retains the right to payment of the invoices for the period that has lapsed up to that moment;  
4. Changes in the management and/or legal entity of both parties do not affect the Agreement.

### Article 11. DECOMMISSIONING

1. The Contractor is entitled to (temporarily) put a product/service produced by him out of use and/or to limit its use if the Other Party fails to fulfil an obligation towards the Contractor in respect of the Agreement or acts contrary to these Terms and Conditions. The Contractor shall inform the Other Party in advance, unless this cannot reasonably be demanded of the Contractor;  
2. The obligation to pay the amounts due, shall also remain in force during decommissioning;  
3. Commissioning shall take place if the Other Party has fulfilled its obligations within a term set by the Contractor;

### Article 12. INSPECTION AND RISK TRANSITION

1. The Commissioning Party is obliged to inspect the delivered goods or services, immediately upon receipt, for defects and/or damage. Complaints about delivered goods or services must be reported to the Contractor in writing within 8 days of delivery. If the inspection does not lead to written comments, the Other Party shall be deemed to have received the goods from the Contractor in good condition;  
2. The risk of loss or damage to the goods covered by the Agreement, shall pass to the Commissioning Party at the moment at which they are legally and/or factually delivered to the Other Party and are therefore brought under the control of the Commissioning Party or of a third party to be designated by the Other Party;  
3. The Contractor's performance shall always be deemed correct between the Parties and in accordance with the assignment if the Commissioning Party has put the delivered goods or services or part of the goods or services delivered into use, has processed them or has had them put into use.

### Article 13. PRICES

1. All quotations and prices charged by the Contractor, are the prices applicable at the time of the offer or the conclusion of the Agreement and are exclusive of VAT, unless otherwise agreed in writing;  
2. If, after the conclusion of the Agreement, the prices of materials, taxes and/or other factors that partly determine the price of the goods and/or services change, the Contractor shall be entitled to make these price changes. Price changes of more than 10% shall entitle the Other Party to dissolve the Agreement, provided this is done in writing and within seven days of receipt of the relevant notification. A termination as mentioned in this Article does not entitle the Other Party to compensation of any damage;  
3. The Contractor shall be entitled to increase the fee if, during the execution of the work, it turns out that the amount of work originally agreed or estimated was actually insufficient at the time the Agreement was concluded, and this is not attributable to the Contractor, that the Contractor cannot reasonably be expected to execute the agreed work for the originally agreed fee. In that case, the Contractor shall notify the Other Party of the intention to increase the fee or rate, stating the scope of and the date on which the increase will take effect;  
4. The Contractor is entitled to increase the rate annually in accordance with the Service Price Index (DPI) of Statistics Netherlands (CBS). Any such price increase shall require notification to the Commissioning Party and shall not constitute grounds for termination of the Agreement.

### Article 14. PAYMENT

1. The Commissioning Party authorises the Contractor to automatically collect all that is due according to the Agreement from an IBAN number specified in the Agreement. The direct debit shall take place for the first time in the first month following the conclusion of the Agreement, unless otherwise agreed;  
2. Any other payments - if agreed in writing - must be made within 14 days of the invoice date. If other terms of payment have been agreed, these will appear on the invoice;  
3. In the event of a joint assignment, each Other Party shall be jointly and severally liable for payment of the entire invoice amount;  
4. If the Commissioning Party is in default with respect to its payment obligation, the Contractor shall be entitled to suspend its work, even if a fixed delivery time has been agreed upon, invoking the uncertainty exception;  
5. All extrajudicial and judicial costs incurred by the Contractor within the context of a dispute with the Other Party, both claimant and defendant, come for account of the Other Party;  
6. Payment must be made within 14 days after the invoice date, which is a deadline, unless otherwise agreed. If an invoice is not paid within the payment term, the Other Party will owe contractual interest on the outstanding amount up to the day of full payment that is equal to the statutory commercial interest in Article 6:119a of the Dutch Civil Code. If payment is not made after a first reminder, the Other Party will owe all judicial and extrajudicial costs which are at least 15% of the invoice amount, with a minimum of €100. If an invoice is not paid within the payment term, the Contractor can suspend its activities without being liable for the consequences;  
7. The Contractor shall be entitled to transfer its claims to payment to a third party;  
8. The Contractor shall at all times be entitled to demand advance payment or the provision of security prior to the provision of its services or the performance of its obligations or to proceed with enforcement. If the Commissioning Party fails to make the required advance payment or to provide guarantees, the Contractor's obligation under the Agreement shall be void, without prejudice to the Contractor's right to compensation for damages, costs and interest from the Commissioning Party;  
9. Any claims regarding the Agreements and/or the invoice amount must be communicated in writing to the Contractor within 30 days of the invoice date or date of direct debit, after which the amount invoiced or collected shall be deemed to have been acknowledged by the Other Party;  
10. The Contractor is entitled (whether or not temporarily) to deny the Client access to the licensed website, order- or QR-system and / or to remove advertisements from the Contractor's platform if the Client does not observe the payment conditions and / or the Client acts contrary to these general terms and conditions.

7. The Other Party must carefully check all parts of the assignment (such as printed matter, menus, etc.) provided by the Contractor in draft form for errors and/or defects and return them to the Contractor corrected and/or approved in a timely manner. Approval of the draft by the Other Party shall serve as confirmation that the Contractor has carried out the work preceding the draft correctly. The Contractor shall not be liable for any discrepancies, errors and defects that have gone unnoticed in drafts approved or corrected by the Other Party. Additional work after approval of the draft by the Other Party shall be regarded as additional work;  
8. The Contractor shall be required to put systems, software or networks out of operation for maintenance, adaptation or improvement purposes, as a result of which it cannot guarantee uninterrupted availability, unless otherwise stipulated in a Service Level Agreement (SLA). The Other Party will be notified of the planned decommissioning in due time;  
9. Without the consent of the Other Party, the Contractor is entitled to outsource the assignment or parts thereof to third parties who are not employed by the Contractor (Article 7:404 Dutch Civil Code (BW));  
10. Changes in details and dimensions during the Contractor's work can be made without consultation and may not be a reason for the Other Party not to fulfil its obligations. These changes may be of a technical and/or aesthetic nature.

### Article 4. HOSTING, DOMAIN NAME and WEBSITE

1. Hosting is concluded for a period of at least 12 months;  
2. After the end of the period, the Agreement will automatically be extended with additional periods of time, each time for the duration of the previously agreed agreement, unless one of the parties indicates, by means of a written document with acknowledgement of receipt to the Other Party at least three months before the end of the agreement or the end of the extension period, that it wishes to terminate the Agreement;  
3. The Other Party is not allowed to use the disk space which has been made available to it, for:  
- acts or conduct contrary to statutory provisions, Netiquette or guidelines of the Advertising Code Committee;  
- spamming, spreading of computer viruses;  
- other acts in contravention of the law, the Code of Conduct as well as what is generally accepted;  
- using IRC (or any similar chat application) or set up a chat service;  
- set up an (anonymous) proxy;  
Such under penalty of a fine of € 1,000.00 per day or part of a day in which the violation takes place and a full blockade for all use;  
4. The standard data limit for a website is 5GB per month, unless otherwise agreed in writing. If the Other Party exceeds the data limit twice, the subscription will be converted into a subscription with a greater data limit. The associated additional costs will be notified to the Other Party in advance;  
5. Application and use of a domain name and/or IP address are subject to the applicable rules and procedures of the relevant registration authority. If the Other Party fails to comply with these separate Terms and Conditions, the Other Party shall lose the ownership or the right to use a domain and the Contractor cannot be held responsible for this;  
6. The Other Party shall be fully responsible for the use of the domain and the domain name.

### Article 5. PLATFORMS/ADVERTISEMENT SPACE

1. The Contractor offers the Other Party the opportunity to place advertisements on the Contractor's platforms. At the request of the Other Party and after payment of the advertising costs, the Contractor will place the Other Party's advertisements on the relevant platform;  
2. If the Other Party wishes to use the advertising space on the Contractor's platform, the Other Party will ensure that the data (including company name, address, zip code, telephone number, e-mail) are complete, correct and up-to-date. The Other Party thereby guarantees to be the person or legal entity that the Other Party indicates to be and that the Other Party is legally authorized to enter into the agreement;  
3. The Other Party is not permitted to place photos and / or images with the advertisement that contain offensive / political statements, contain religious beliefs or infringe the trademark rights of others and / or contain erotic content;  
4. The advertisement package commissioned by the Other Party is included in the agreement. Intermediate cancellation of the package is not possible;  
5. The Other Party itself remains responsible at all times for the content of the advertisements;  
6. Obtaining contacts via the Contractor's platforms is entirely at the risk and initiative of the Other Party;  
7. The Contractor is not liable for damage, of whatever nature, caused by incomplete or incorrect information provided by the Other Party;  
8. If the Other Party uses the Contractor's platform to place advertisements, this is only intended as a platform and advertising space. The Other Party cannot derive any other rights from this;  
9. The Other Party indemnifies the Contractor against all possible claims from the Other Party and / or third parties that may arise and / or are related to the use of the Contractor's platform and / or an agreement that the Client concludes by using the platform;  
10. The contractor makes every reasonable effort to secure its systems against incorrect and / or unlawful use. The Contractor will take appropriate and technical organizational measures for this. Contractor can never guarantee that unlawful use will not take place;  
11. The Contractor cannot guarantee that the platform will be accessible at all times. The Other Party is not entitled to a refund if the platform is unreachable for any amount of time.

### Article 15. DELIVERY TIME, DELIVERY

1. The delivery of product/service mentioned or agreed upon in the order confirmation shall not be regarded as a deadline and shall only be approximate, even if it has been expressly accepted by the Other Party. In the event that the stated or agreed delivery period is exceeded, the Other Party must give the Contractor a reasonable period of at least 14 days to comply;  
2. Exceeding the agreed delivery times for whatever reason does not give any right to compensation or dissolution of the Agreement, unless otherwise agreed in writing or if it is established that delivery is permanently impossible;  
3. In any case, but not exclusively, the stated or agreed date of delivery shall be automatically extended by the period(s) during which:  
a. There is a delay in the manufacture and/or dispatch and/or production and/or any other circumstance temporarily impeding the execution of the Agreement, regardless of whether this can be attributed to the Contractor;  
- The Other Party fails to fulfil one or more obligations towards the Contractor or there is a well-founded concern that he will fail to do so, regardless of whether the reasons for this are well-founded or not;  
- The Other Party does not allow the Contractor to execute the Agreement. This situation shall arise, among others, if the Other Party fails to notify the place of delivery or to provide the information, goods or facilities required for the execution of the Agreement.

### Article 16. CANCELLATION

1. If the Other Party wants to cancel the agreement before the set term, the following applies: When the cancellation takes place before the contractor has started its activities, the Other Party owes the contractor a cancellation fee of 25% over the principal;  
2. When cancellation takes place after the Contractor has started its activities, the Other Party owes the contractor payment for the costs incurred up to the time of cancellation, with a minimum of 75% over the principal multiplied with any income the Contractor has missed.

### Article 17. FORCE MAJEURE

1. In the event of force majeure, which in any case includes civil unrest, mobilisation, war, obstruction of the transport, strike, lock-out, business disruptions, stagnation in supply, fire, flooding, import and export restrictions, electricity and internet failures and in the event that the Contractor is prevented from doing so by its own suppliers, regardless of the reason, not being able to deliver, as a result of which fulfilment of the Agreement cannot reasonably be demanded of the Contractor, the performance of the agreement will be suspended, or in the event of persistent problems of more than three months, both Parties will be entitled to terminate the Agreement, all without any obligation to pay compensation;  
2. There shall be no attributable failure on the part of the Contractor in the event of force majeure.

### Article 18. PRIVACY

1. The Parties (temporarily) undertake to act in accordance with the legislation on the protection of data. The Parties will act in accordance with the policy rules obligation to report data breaches of the Dutch Data Protection Authority, the GDPR and Dutch GDPR Implementation Act to determine whether there is a data breach;  
2. The Contractor will only retain personal data for as long as necessary for the purposes for which they were collected or for as long as it is legally required to retain them;  
3. A data breach is understood to mean: all security incidents as a result of which the protection of personal data the protection of personal data has been breached at any time or as a result of which the personal data has been exposed to loss or unlawful use. This could be the loss of a USB stick or computer, sending an email in which the email addresses are visible to all addressees, an emergency such as a fire in a data centre or malware infection;  
4. If a data controller has become aware of a data breach, he must report this to the Dutch Data Protection Authority immediately, where possible within 72 hrs. If this is not possible, an explanation must be given for the delay;  
5. If it appears that the Contractor has suffered a data breach, which the Commissioning Party must report to the Dutch Data Protection Authority and/or the person(s) involved, the Contractor shall inform the Other Party as soon as possible after the Contractor has become aware of the data breach. The Contractor shall immediately try to provide the Other Party with all the information he needs to make a full report to the Dutch Data Protection Authority and/or the person(s) involved;  
6. The Parties shall take adequate technical and organisational measures to protect the personal data against loss or any form of unlawful processing;  
7. The Commissioning Party, in consultation with the Contractor, is entitled to check compliance in the field of personal data protection by means of an independent expert during the term of the Agreement. The Commissioning Party shall bear all costs associated with this verification;  
8. The Contractor may engage third parties (sub-processors) to carry out certain work, for example if these third parties have specialist knowledge or resources that the Contractor does not have. If the engagement of third parties results in the processing of Personal Data, the Contractor will make (written) agreements with those third parties on the security of Personal Data. By entering into an Agreement with the Contractor, Commissioning Party consents to the engagement of the third parties;  
9. The Contractor shall not be liable for fines or claims if the Commissioning Party fails to comply with the obligations under the laws and regulations in the field of personal data protection.

### Article 19. CONFIDENTIALITY

1. Each Party undertakes to maintain the confidentiality of third parties with respect to all confidential information and data originating from, or related to, the Other Party, to the extent that this information and data have become known to the former Party as part of the price quotation or assignment;  
2. All conversations, session and other contact moments that take place in whatever form between the Contractor and the Commissioning Party are regarded as confidential.

### Article 6. DURATION OF THE AGREEMENT

1. In the event of a continuing agreement, the duration of the Agreement shall be as agreed between the Parties. If no term has been agreed, a term of one year shall apply;  
2. The duration of the Agreement will always be tacitly extended by the originally agreed duration, unless the Other Party terminates the Agreement in writing with due observance of the notice period of three months before the end of the current period.

### Article 7. ACCEPTANCE TEST

1. If an acceptance test has been agreed, this is 30 days after installation of the application. In the meantime, the Other Party will receive a detailed written test report to inform of any errors. If no acceptance test has been agreed, the Other Party shall accept the application as it is at the time of delivery;  
2. If an acceptance test has been agreed, the Other Party must state within the period referred to in Article 7, Paragraph 1, to make known whether it accepts the delivered goods;  
3. If the Other Party has not accepted the delivered goods within the period mentioned in Article 7, Paragraph 1, it is deemed to have been tacitly accepted.

### Article 8. COPYRIGHT AND INTELLECTUAL PROPERTY

1. All material produced by the Contractor may not be processed or incorporated into products other than those for which it was originally intended, unless written consent has been given by the Contractor;  
2. The Other Party is fully responsible for the content (information, text, software, music, sound and footage, photos, charts, video, messages, file or any other type of content) published in commission by The Other Party and guarantees that no content violates local or international copyrights;  
3. If the Contractor is prepared to transfer an intellectual property right, this must be expressly agreed in writing. Should the Contractor be willing to proceed to transfer an intellectual property right, this transfer shall not affect his right to make developments on his own behalf or on behalf of a third party that have been derived from or likewise similar to those made on behalf of the Other Party;  
4. Unless otherwise agreed in writing, the Contractor shall be the owner of all rights and intellectual property of the works, services and documentation developed by him for the Other Party;  
5. The Other Party shall indemnify the Contractor against any third-party claim on the basis of an allegation that the use, development and/or installation infringes a right of that third party;  
6. In the event of infringement of this Article, the Other Party shall owe the Contractor without judicial intervention, a payable penalty of € 25,000.00 (in words: twenty-five thousand euros) due and payable, plus € 1,000.00 for each day or part of the day that the infringement continues, without prejudice to the Contractor's right to compensation from the Other Party for the damage actually suffered, which may exceed the amount of the penalty paid.

### Article 9. USE AND LICENSE

1. Delivery shall take place under retention of title, unless otherwise agreed in writing. This retention applies to claims for payment of all goods delivered or to be delivered by the Contractor to the Other Party pursuant to any agreement and/or work performed in connection with the delivery, as well as to claims for breach of such agreements by the Other Party;  
2. If the Other Party fully complies with its obligations under the Agreement with the Contractor, it shall acquire a non-transferable user licence for the use of the product/service for the Commissioning Party's own use;  
3. The nature of the license is a temporary non-transferable right of use for which payment is made (periodically), unless another form of user licence has been agreed in writing;  
4. Without the written consent of the Contractor, the Other Party shall not be entitled to use the design more broadly or in any other way, either directly or indirectly, or to cause the design to be used, or to use, reproduce and/or copy the design in any way after the expiry of the Agreement, unless the Contractor has given explicit written permission to do so. In the event of any such broader or different use or reproduction not agreed, including alteration, mutilation or impairment of the provisional or final design, the Other Party shall owe the Contractor the penalty as set out in Paragraph 7 of this Article, without prejudice to the Contractor's right to claim compensation for the actual damage;  
5. The Other Party shall not (any longer) be allowed to use the services made available to it and any licence granted to the Other Party, in the context of the work commissioned, shall be void:  
a. From the moment that the Other Party fails to (fully) fulfil its (payment) obligations under the Agreement or is in default;  
b. If the assignment is terminated prematurely, for any reason whatsoever, unless the consequences thereof are contrary to reasonableness and fairness;  
6. With due observance of the interests of the Other Party, the Contractor shall be free to use the design for his own publicity or promotion;  
7. In the event of broader or other use, including but not limited to modification, mutilation, reproduction or infringement of the provisional or final design, that is not agreed, the Other Party shall owe the Contractor, without judicial intervention, an immediately payable penalty of € 25,000.00 (in words: twenty-five thousand euros) due and payable, plus € 1,000.00 for each day or part of the day that the infringement continues, without prejudice to the Contractor's right to compensation from the Other Party of the damage actually suffered, which may exceed the amount of the penalty paid.

### Article 20. LIABILITY

1. The Contractor is not liable for direct damage, unless the direct damage results from an attributable shortcoming on the part of the Contractor. The Contractor shall never be liable for indirect damage, including, but not limited to business damage, data loss, loss of production, loss of turnover and/or profit, costs involved in the execution of the object, depreciation of products, lost savings and any damages due to company stagnation. Any claim for damages that has not arisen as a result of an attributable shortcoming on the part of the Contractor is excluded;  
2. If there has been an error because the Other Party provided the Contractor with incorrect or incomplete information, the Contractor shall not be liable for any resulting damage. The Commissioning Party shall indemnify the Contractor against third-party claims for damages caused by the Commissioning Party providing incorrect or incomplete information to the Contractor, unless the Commissioning Party proves that the damage is not related to culpable acts or omissions on its part or is caused by intent or gross negligence on the part of the Contractor;  
3. The liability for direct damage of the Contractor due to attributable failure in the performance of an Agreement shall only arise if the Other Party gives the Contractor immediate and proper written notice of default, stating a reasonable period to remedy it. If the Contractor continues to fail imputably in the fulfilment of his obligations even after that period, there shall only be liability. The notice of default must contain as detailed a description of the failure as possible so that the Contractor is able to respond adequately. If the Contractor is not given the opportunity to remedy the failure, the liability will be voided;  
4. If the Commissioning Party demonstrates that he/she has suffered damage as a result of an error on the part of the Commissioning Party, which would have been avoided if the Commissioning Party had acted with due care, the Contractor shall only be liable for that damage up to a maximum of the amount of the fee for the assignment in question or if the assignment has a term of more than six months up to a maximum of the amount invoiced for the last six months. The Contractor's liability shall in any event always be limited to the amount paid out by the Contractor's insurance company, if applicable, to be increased by the amount of the Contractor's deductible excess;  
5. If the Contractor together with one or more other contractors of the Commissioning Party has received an assignment, each of the Contractor(s) shall be liable for a shortcoming in the (partial) work performed by him. In this case too, the liability shall at all times be limited to the amount paid out by the insurance company, if applicable, to be increased by the amount of the Contractor's deductible excess;  
6. The Commissioning Party is always ultimately responsible for the designs delivered to the printer and/or assignments accepted by the Commissioning Party. After approval of designs, the Commissioning Party is therefore responsible for any printing, colour or any other errors;  
7. The Commissioning Party must check all supplied texts and images for authenticity and copyrights. The Commissioning Party is responsible and liable for everything that is published commissioned by the Commissioning Party;  
8. The Contractor is never responsible for incorrect, illegal or otherwise unlawful use by the client of a product or service for which a user license has been issued by the contractor;  
9. The Contractor is not liable for shortcomings of third parties engaged in it in the context of the execution of an assignment. The Other Party authorizes the Contractor to accept general terms and conditions (with any liability limitations) stipulated by these third parties, for the benefit of the Other Party and on his behalf, and indemnifies the Contractor against claims of those third parties in connection with claims of the client against those third parties.

### Article 21. VALIDITY STIPULATIONS

If one or more stipulations of these Terms and Conditions are not, or not entirely, legally valid, the remaining stipulations shall remain in full force and effect. In place of the invalid provisions, an appropriate regulation applies, which comes as close as possible to the intention of both Parties and the result sought by them in a legal manner.

### Article 22. APPLICABLE LAW; COMPETENT COURT

1. All orders and Agreements between the Commissioning Party and the Contractor, to which these Terms and Conditions apply, shall be governed exclusively by Dutch law. The Vienna Sales Convention does not apply to the agreements between the Commissioning Party and the Contractor.  
2. In the event of an interpretation of the content and purport of these Terms and Conditions, only the Dutch text shall be decisive.  
3. In the event of a dispute, the District Court of Oost-Brabant at location 's-Hertogenbosch shall have exclusive jurisdiction to hear the dispute, unless the law prescribes otherwise.