

**These General Terms and Conditions have been drawn up for the webshop / services / quotation**

**Table of contents:**

**Article 1 – Definitions**

**Article 2 – Identity of the entrepreneur**

**Article 3 – Applicability**

**Article 4 – The offer / quotation**

**Article 5 – The agreement**

**Article 6 – Right of withdrawal**

**Article 7 – Obligations of the consumer during the cooling-off period**

**Article 8 - Exercise of the right of withdrawal by the consumer and costs thereof**

**Article 9 - Obligations of the entrepreneur in the event of withdrawal**

**Article 10 – Exclusion of right of withdrawal**

**Article 11 – The price**

**Article 12 – Compliance and additional warranty**

**Article 13 – Delivery and execution**

**Article 14 – Duration transactions: duration, cancellation and extension**

**Article 15 – Payment**

**Article 16 – Complaints procedure**

**Article 17 – Disputes**

**Article 18 – Additional or deviating provisions**

**Article 19 – Privacy Statement**

**Article 20 – Changes to the general terms and conditions**

**Article 21 – Liability**

**Article 22 – Applicable law and choice of forum**

**Article 1 – Definitions**

**In these conditions the following definitions apply:**

- 1. Additional agreement: an agreement whereby the consumer acquires products, digital content and/or services in connection with a distance contract and these goods, digital content and/or services are supplied by the entrepreneur or by a third party on the basis of an agreement between that third party and the entrepreneur;**
- 2. Reflection period: the period within which the consumer can exercise his right of withdrawal;**
- 3. Consumer: the natural person who is not acting for purposes related to his trade, business, craft or profession; 4. Day: calendar day; 5. Digital content: data produced and delivered in digital form; 6. Duration agreement: an agreement that extends to the regular delivery of goods, services and/or digital content for a certain period of time;**

7. **Durable data carrier:** any tool - including e-mail - that the enables the consumer or entrepreneur to store information that is addressed to him personally in a manner that allows future consultation or use for a period that is tailored to the purpose for which the information is intended, and that allows unchanged reproduction of the stored information makes;
8. **Right of withdrawal:** the consumer's option to cancel within the cooling-off period of the distance contract;
9. **Entrepreneur:** the natural or legal person who is a member of the Webshop Keurmerk Foundation offers products, (access to) digital content and/or services to consumers remotely;
10. **Distance agreement:** an agreement concluded between the entrepreneur and the consumer in the context of an organized system for distance selling of products, digital content and/or services, whereby up to and including the conclusion of the agreement, exclusively or partly one or more techniques for remote communication are used;
11. **Model withdrawal form:** you can request this from the entrepreneur.
12. **Technology for distance communication:** means that can be used to conclude an agreement, without the consumer and entrepreneur having to meet in the same room at the same time;

#### **Article 2 – Identity of the entrepreneur**

**Name of entrepreneur;** Furniture-art.nl

**Business address;** Tabaksland 10, 3931RT Woudenberg

**Phone number;** 06-21395043

**E-mail address;** info@furniture-art.nl

Chamber of Commerce number; 90598938

**VAT identification number;** NL129957161B02

#### **Article 3 – Applicability**

1. **These general terms and conditions apply to every offer from the entrepreneur and to every distance contract concluded between the entrepreneur and the consumer.**
2. **Customized and specially ordered goods / furniture cannot be returned.**
3. **Before the distance contract is concluded, the text of these general terms and conditions will be published conditions made available to the consumer. If this is not reasonably possible, the entrepreneur will indicate before the distance contract is concluded how the general terms and conditions can be viewed at the entrepreneur and that they will be sent free of charge as soon as possible at the consumer's request.**
4. **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 available to the consumer electronically in such a way that it can be read by the consumer. consumer can be easily stored on a durable data carrier. If this is not reasonably possible**

before the distance contract is concluded, it will be indicated where the general terms and conditions can be viewed electronically and that they will be sent free of charge electronically or otherwise at the request of the consumer.

5. In the event that specific product or service conditions apply in addition to these general terms and conditions, the second, third and fourth paragraphs apply mutatis mutandis and in the event of conflicting conditions, the consumer can always rely on the applicable provision that applies to him. is the most favorable.
6. The applicability of any purchasing and/or other conditions of the client is expressly rejected.

#### Article 4 – The offer / quotation

1. If an offer has a limited period of validity or is made subject to conditions, this is expressly stated in the offer.
2. The offer contains a complete and accurate description of the products offered, digital content and/or services. The description is sufficiently detailed to enable a good assessment of the offer by the consumer. If the entrepreneur uses images, these are a true representation of the products, services and/or digital content offered. Obvious mistakes or obvious ones errors in the offer do not bind the entrepreneur.
3. Each offer contains such information that it is clear to the consumer what the rights and obligations are obligations associated with the acceptance of the offer.
4. The quotations are based on information provided by the client.  
The Client guarantees that it has provided all essential information to the best of its knowledge design and execution of the assignment.
5. All offers / quotations are without obligation, unless a term for acceptance is stated in the quotation.
6. The prices stated in the quotations are exclusive of VAT rates, unless otherwise stated.
7. Offers and quotations issued do not automatically apply to future assignments.

#### Article 5 – The agreement

1. The agreement is concluded, subject to the provisions of paragraph 4, on the moment of acceptance by the consumer of the offer and compliance with the conditions set.
2. If the consumer has accepted the offer electronically, the entrepreneur shall immediately receive electronically the acceptance of the offer. As long as receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can terminate the agreement.
3. If the agreement is concluded electronically, the entrepreneur will take appropriate action technical and organizational measures to secure the electronic transfer of data and ensure a safe web environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures.
4. The entrepreneur can, within legal frameworks, inform himself whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If, on the basis of this investigation, the entrepreneur has good reasons not to enter into the agreement, he is entitled to refuse an order or request with reasons or to comply with the

- to impose special conditions on implementation.
5. The entrepreneur will send the following information to the consumer at the latest upon delivery of the product, service or digital content, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable data carrier: 6. the visiting address of the entrepreneur's branch where the consumer with complaints can go;
  7. the conditions under which and the manner in which the consumer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal; 8. the information about warranties and existing after-sales service; 9. the price including all taxes of the product, service or digital content; where applicable, the costs of delivery; and the method of payment, delivery or execution of the distance contract; 10. the requirements for terminating the agreement if the agreement has a duration is of more than one year or of indefinite duration;
  11. if the consumer has a right of withdrawal, the model withdrawal form.
  12. In the case of a duration transaction, the provision in the previous paragraph only applies to the first delivery.
  13. If this is required for the proper execution of the work, the contractor has the right to have certain work carried out by third parties.
  14. The client ensures that all information that the contractor indicates is necessary or of which the client should reasonably understand that it is necessary for the correct execution of the agreement, is provided to the contractor in a timely manner. If the information required for the execution of the agreement is not provided to the contractor, the contractor has the right to suspend the execution of the agreement and/or to charge the client for the additional costs resulting from the delay at the usual rates.
  15. The contractor is not liable for damage of any nature whatsoever due to: The contractor has relied on incorrect and/or incomplete information provided by the client, unless the contractor should have been aware of the incorrectness or incompleteness.
  16. Should the contractor, due to unforeseen circumstances, such as prolonged illness, cannot (completely) carry out the assignment, the contractor will examine together with the client whether it is possible for the assignment to be (further) carried out by third parties. If it takes longer than 8 weeks, the parties are entitled to terminate the agreement, without any obligation to pay compensation for either the contractor or the client.

## Article 6 – Right of withdrawal

*For products:*

1. The consumer can enter into an agreement regarding the purchase of a product during a cooling-off period of at least 14 days without giving reasons. The entrepreneur may ask the consumer the reason for withdrawal, but not oblige him to state his reason(s).
2. The cooling-off period referred to in paragraph 1 starts on the day after the consumer, or a third party designated in advance by the consumer, who is not the carrier, has received the product, or: 3. if the consumer has multiple products in the same order ordered: the day on which the consumer, or a third party designated by him, received the last product. The

The entrepreneur may, provided he has clearly informed the consumer about this prior to the ordering process, place an order for multiple products with different refuse delivery time. 4. if the delivery of a product consists of several shipments or parts: the day on which the consumer, or a third party designated by him, has received the last shipment or part

#### Article 7 – Obligations of the consumer during the cooling-off period

1. During the cooling-off period, the consumer will handle the product and the product with care packaging. He will only unpack or use the product to the extent necessary to determine the nature, characteristics and operation of the product. The starting point here is that the consumer may only handle and inspect the product as he would in a store should do.
2. The consumer is only liable for any depreciation in value of the product is the result of a way of handling the product that goes beyond what is permitted in paragraph 1.
3. The consumer is not liable for depreciation of the product if the entrepreneur has not provided him with all legally required information about the right of withdrawal before or at the time of concluding the agreement.

#### Article 8 - Exercise of the right of withdrawal by the consumer and costs thereof

1. If the consumer exercises his right of withdrawal, he must report this within the reflection period by means of an e-mail for withdrawal or in another unambiguous manner to the entrepreneur.
2. As soon as possible, but within 14 days from the day following the day referred to in paragraph 1 notification, the consumer returns the product or hands it over to (an authorized representative of) the entrepreneur. This is not necessary if the entrepreneur has offered to complete the product himself to fetch. The consumer has in any case complied with the return period if he returns the product before the cooling-off period has expired.
3. The consumer returns the product with all supplied accessories, if reasonably possible in the original condition and packaging, and in accordance with the reasonable and clear instructions provided by the entrepreneur.
4. The risk and burden of proof for the correct and timely exercise of the right of withdrawal lies to the consumer.
5. The consumer bears the direct costs of returning the product. If the entrepreneur has not stated that the consumer must bear these costs or if the entrepreneur indicates that he will bear the costs himself, the consumer does not have to bear the costs for return.
6. If the consumer revokes after having first expressly requested that the transaction of the service or the supply of gas, water or electricity that are not prepared for sale in a limited volume or specified quantity starts during the cooling-off period, the consumer owes the entrepreneur an amount that is proportional to that part of the obligation that is covered by the entrepreneur has fulfilled at the time of withdrawal, compared to the full fulfillment of the obligation.
7. The consumer does not bear any costs for the performance of services or the supply of water, gas or electricity that are not prepared for sale in a limited volume or quantity, or for the supply of district heating, if: 8. the entrepreneur the consumer has not provided the legally required information about the right of withdrawal, the reimbursement of costs in the event of withdrawal or the model form for withdrawal, or;

9. the consumer has not expressly requested the start of the performance of the service or delivery of gas, water, electricity or district heating during the cooling-off period.
10. The consumer does not bear any costs for the full or partial delivery of goods not on a digital content supplied on a tangible medium, if:
11. he has not expressly agreed to commence prior to delivery of the fulfillment of the agreement before the end of the cooling-off period; 12. he has not acknowledged that he loses his right of withdrawal when granting his consent; or 13. the entrepreneur has failed to confirm this statement from the consumer.
14. If the consumer exercises his right of withdrawal, all additional agreements are terminated by operation of law.

#### **Article 9 - Obligations of the entrepreneur in the event of withdrawal**

1. If the entrepreneur notifies the consumer of withdrawal electronically makes this possible, he will immediately send a confirmation of receipt after receiving this notification.
2. The entrepreneur will reimburse all payments made by the consumer, including any delivery costs charged by the entrepreneur for the returned product, immediately but within 14 days following the day on which the consumer notifies him of the withdrawal. Unless the entrepreneur offers to collect the product himself, he may wait with reimbursement until he has received the product or until the consumer demonstrates that he has returned the product, whichever is the earlier.
3. The entrepreneur uses the same payment method that the consumer has for reimbursement used, unless the consumer agrees to another method. The refund is free of charge for the consumer.
4. If the consumer has opted for a more expensive method of delivery than the cheapest standard delivery, the entrepreneur does not have to reimburse the additional costs for the more expensive method.

#### **Article 10 – Exclusion of right of withdrawal**

The entrepreneur can exclude the following products and services from the right of withdrawal, but only if the entrepreneur has clearly stated this in the offer, at least in time before concluding the agreement:

1. Products or services whose price is subject to fluctuations in the financial market over which the entrepreneur has no influence and which may occur within the withdrawal period
2. Agreements concluded during a public auction. A public auction is defined as a sales method in which products, digital content and/or services are offered by the entrepreneur to the consumer who is personally present or has the opportunity to be personally present at the auction, under the supervision of an auctioneer, and where the successful bidder is obliged to purchase the products, digital content and/or services;
3. Service agreements, after full performance of the service, but only if: 4. the performance has started with the express prior consent of the consumer; in
5. the consumer has stated that he loses his right of withdrawal as soon as the entrepreneur has fully executed the agreement; 6.

Service agreements for the provision of accommodation, as in the agreement has a specific date or period of execution provided for and other than before

- residential purposes, freight transport, car rental services and catering; 7. Agreements regarding leisure activities, if specified in the agreement date or period of its implementation is provided;
8. Products manufactured to consumer specifications, which are not prefabricated and which are manufactured on the basis of an individual choice or decision of the consumer, or which are clearly intended for a specific person;
  9. Products that spoil quickly or have a limited shelf life; 10. Sealed products that are not suitable for reasons of health protection or hygiene are to be returned and of which the seal has been broken after delivery;
  11. Products that are irrevocably mixed with others after delivery due to their nature  
Products;
  12. Alcoholic drinks, the price of which was agreed upon at the conclusion of the contract agreement, but delivery of which can only take place after 30 days, and whose actual value depends on fluctuations in the market over which the entrepreneur has no influence;
  13. Sealed audio, video recordings and computer software, the seal of which has been broken after delivery;
  14. Newspapers, periodicals or magazines, with the exception of subscriptions thereto; 15. The delivery of digital content other than on a tangible medium, but only if:
  16. the performance has started with the express prior consent of the consumer;  
in
  17. the consumer has stated that he hereby loses his right of withdrawal.

#### **Article 11 – The price**

1. During the period of validity stated in the offer, the prices of the products and/or services offered will not be increased, except for price changes as a result of changes in VAT rates.
2. Notwithstanding the previous paragraph, the entrepreneur may offer products or services with variable prices, the prices of which are subject to fluctuations in the financial market and over which the entrepreneur has no influence. This liability to fluctuations and the fact that any prices stated are target prices are stated in the offer.
3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of legal regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only permitted if the entrepreneur has stipulated this and: 5. these are the result of legal regulations or provisions; or 6. the consumer has the authority to cancel the agreement with effect from the day on which the price increase takes effect.
7. The prices stated in the offer of products or services include VAT.

#### **Article 12 – Compliance with agreement and additional warranty**

1. The entrepreneur guarantees that the products and/or services meet the requirements agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and the legal provisions and/or government regulations existing on the date of the conclusion of the agreement. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. An extra provided by the entrepreneur, his supplier, manufacturer or importer  
The guarantee never limits the legal rights and claims that the consumer can assert against the entrepreneur under the agreement if the entrepreneur is

failed to fulfill his part of the agreement.

3. **Additional guarantee means any obligation of the entrepreneur, his supplier, importer or producer in which he grants the consumer certain rights or claims that go beyond what he is legally obliged to do in the event that he has failed to fulfill his part of the agreement.**

#### **Article 13 – Delivery and execution**

1. **The entrepreneur will exercise the utmost care when receiving and executing orders for products and when assessing applications for the provision of services.**
2. **The place of delivery is the address that the consumer has communicated to the entrepreneur made.**
3. **With due observance of what is stated in Article 4 of these general terms and conditions stated, the entrepreneur will execute accepted orders expeditiously, but no later than within 30 days, unless a different delivery period has been agreed. If delivery is delayed, or if an order cannot be fulfilled or can only be partially fulfilled, the consumer will be notified of this no later than 30 days after he has placed the order. In that case, the consumer has the right to terminate the agreement without costs and is entitled to any compensation.**
4. **To be eligible for compensation, this must be submitted in writing to fail.**
5. **After dissolution in accordance with the previous paragraph, the entrepreneur will immediately refund the amount paid by the consumer.**
6. **The risk of damage and/or loss of products rests with the entrepreneur until time of delivery to the consumer or a representative designated in advance and made known to the entrepreneur, unless expressly agreed otherwise.**

#### **Article 14 – Duration transactions: duration, cancellation and extension**

##### *Termination:*

1. **The consumer can terminate an agreement that has been entered into for an indefinite period and that extends to the regular delivery of products (including electricity) or services at any time, taking into account the agreed cancellation rules and a notice period of no more than one month.**
2. **The consumer can enter into an agreement that has been entered into for a specific period and that extends to: regular delivery of products (including electricity) or services, at all times cancel at the end of the fixed term, taking into account the agreed cancellation rules and a notice period of no more than one month.**
3. **The consumer can cancel the agreements referred to in the previous paragraphs:**
  - **at any time and are not limited to cancellation at a certain time or in a certain period;**
  - **at least cancel in the same manner as they were entered into by him;**
  - **always cancel with the same notice period as the entrepreneur has for himself stipulated.**

##### *Extension:*

4. **An agreement that has been entered into for a definite period and that extends to settlement delivery of products (including electricity) or services is not permitted tacitly be extended or renewed for a specific duration.**
5. **Notwithstanding the previous paragraph, an agreement that has been entered into for a definite period and**



which extends to the regular delivery of daily, news and weekly newspapers and magazines can be tacitly extended for a fixed period of up to three months, if the consumer can cancel this extended agreement towards the end of the extension with a notice period of no more than one month.

6. An agreement that has been entered into for a definite period and that extends to settlement delivery of products or services, may only be tacitly extended for an indefinite period if the consumer may cancel at any time with a notice period of no more than one month. The notice period is a maximum of three months if the agreement extends to the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.
7. A limited-term agreement for the regular delivery of daily, news and weekly newspapers and magazines for introductory purposes (trial or introductory subscription) is not tacitly continued and ends automatically after the trial or introductory period.

*Duration:*

8. If an agreement has a duration of more than one year, the consumer may terminate the agreement at any time after one year with a notice period of no more than one month, unless reasonableness and fairness dictate against termination before the end of the agreed duration. to postpone.

#### **Article 15 – Payment**

1. Unless otherwise stated in the agreement or additional conditions, the amounts owed by the consumer must be paid within 14 days after the start of the reflection period, or in the absence of a reflection period, within 14 days after the conclusion of the agreement. agreement. In the case of an agreement to provide a service, this period starts on the day after the consumer has received confirmation of the agreement.
2. When selling products to consumers, the consumer may in general conditions will never be obliged to pay more than 50% in advance. If advance payment has been stipulated, the consumer cannot assert any rights regarding the execution of the relevant order or service(s) before the agreed advance payment has been made.
3. The consumer has the obligation to immediately report any inaccuracies in payment details provided or stated to the entrepreneur.
4. If the consumer does not fulfill his payment obligation(s) on time, after the entrepreneur has informed him of the late payment and the entrepreneur has granted the consumer a period of 14 days to still fulfill his payment obligations, after failure to pay within this 14-day period, on the amount still due the statutory interest is due and the entrepreneur is entitled to charge the extrajudicial collection costs incurred by him. These collection costs amount to a maximum of: 15% on outstanding amounts up to € 2,500; 10% on the next € 2,500 and 5% on the next € 5,000 with a minimum of € 40. The entrepreneur may deviate from the stated amounts and percentages for the benefit of the consumer.

#### **Article 16 – Complaints procedure**

1. The entrepreneur has a sufficiently publicized complaints procedure handles the complaint in accordance with this complaints procedure.
2. Complaints about the execution of the agreement must be submitted within 8 days after the consumer has discovered the defects, fully and clearly described in writing

are submitted to the entrepreneur. But no later than within 14 days after completion of the relevant work.

3. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeably longer processing time, the entrepreneur will respond within 14 days with an acknowledgment of receipt and an indication of when the consumer can expect a more detailed answer.
4. The dispute will be resolved within 30 days after notification tried..

#### Article 17 – Disputes

1. On agreements between the entrepreneur and the consumer to which these general conditions apply, only Dutch law applies. Even if the consumer lives abroad.
2. The Vienna Sales Convention does not apply.

#### Article 18 – Additional or deviating provisions

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

#### Article 19 – Privacy Statement

##### *Personal data*

We collect personal data for a number of purposes. These are explained below.

##### 1. Contact us

Your data will be collected when you contact us via the website. However, this form only asks for the necessary information to complete a proposal or service, such as your name, company name, email address and telephone number. These emails are stored on the servers for a maximum of 2 years.

##### 2. Analytics

Our website collects your data to improve the website. This is done with Google Analytics. This data is anonymous and is therefore not tied to your personal information. This includes information such as the duration of your website visit or the pages you visit often. All data will only be processed with your explicit consent or in order to implement the agreements entered into, or because processing is necessary to bring you into contact with potential relations and/or contractors. This data is stored indefinitely within Google Analytics.

##### *Security*

1. No physical copies are made of your personal data. Your data is only managed in the aforementioned systems and software. The personal data managed by us or by the aforementioned third parties is only accessible via the above software and is protected with a password and, where possible, with

**two-step verification. With this two-step verification, a code is generated from the software and sent to us. This code must be used during the login process. The devices that open your data are each also locked with a password and/or fingerprint. The number of devices that have access to your data is limited to only the necessary devices.**

- 2. In addition, your visit to our website is secured by an SSL certificate. This means that your connection to our website is private. You can recognize this security by the green lock in front of the URL.**

#### *Right*

- 1. Right of access. You have the right to request your data that is recorded and stored with us at any time. You can do this by sending an e-mail or contacting us by telephone to record with us. You will then receive an overview of your data.**
- 2. Right to rectification. Are your details incorrect? Or have your details changed? You have the right to have this rectified by us. You can adjust your details regarding the newsletter via the appropriate URL at the bottom of each email.**
- 3. Right to erasure of data. Do you no longer want your data to be recorded with us? Then you have the right to have your data deleted.**
- 4. Right to transfer. If you need the data stored with us in the event you switch to another party or service, you have the right to transfer it. We must transfer all your data to the other party.**
- 5. Right to file a complaint. You have the right to file a complaint with Dutch Data Protection Authority, if you believe that we are not handling your data correctly deals.**
- 6. Right to stop data use (objection). Do you not want us to use your data? Then you have the right to stop the use of your personal data. These rights can be exercised via [info@furniture-art.nl](mailto:info@furniture-art.nl) by sending a copy of ID proof in which the passport photo, the numbers at the bottom of the passport, ID proof numbers and BSN have been made illegible. The aim is to respond within a week.**

#### *Duties*

- 1. We process personal data on the basis of a legitimate interest, namely a commercial interest. This includes offering services or products from us via e-mail. Your data will never be sold to third parties. The data that is mandatory to provide is the minimum data required for offering the services or products. If this mandatory information is not provided, we cannot not offer the service in question.**  
**If it is necessary to share data that you have shared with us with others than the parties mentioned above (for example, to offer a service), your permission will first be requested.**
- 2. We reserve the right to disclose the data when required by law when we deem it justified to comply with a legal request/process or to protect our rights, property or safety. We always try to respect your right to privacy as much as possible.**

#### **Article 20 – Changes to the general terms and conditions.**

- 1. The general terms and conditions may change, but if you have already received them from your**

- invoice they can NO longer be changed.
2. Changes to these terms and conditions will only take effect after they have been published in an appropriate manner, with the understanding that in the event of applicable changes during the term of an offer, the provision most favorable to the consumer will

#### **Article 21 – Liability.**

1. The contractor will carry out its work to the best of its ability and in accordance with the requirements of good workmanship. If an error is made because the client has provided incorrect or incomplete information, the contractor is not liable for any damage caused as a result. If the client proves that he has suffered damage as a result of an error on the part of the contractor that would have been avoided if careful action had been taken, the contractor is only liable for that damage up to a maximum of the invoice value of the assignment, or at least that part of the assignment for which liability applies. relates.
2. The Client indemnifies the Contractor against claims from third parties due to damage caused by the Client providing incorrect and incomplete information to the Contractor, unless the Client proves that the damage is not related to culpable actions or omissions on his part and was caused by intent or gross negligence. from contractor.
3. All liability of the contractor will in any case lapse three months after the assignment has ended.

#### **Article 22 – Applicable law and choice of forum**

1. These general terms and conditions and all quotations/assignments and products to which they relate are subject to Dutch law.
2. All disputes arising from or related to the assignment can only be resolved settlement will be submitted to the competent court in Utrecht.