



# GENERAL TERMS AND CONDITIONS

**Rotterdam, The Netherlands**

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## **Contact**

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## Artikel 1 Terms and Abbreviations

1.1 Unless explicitly defined otherwise, the following capitalized terms in expressions of or on behalf of Provider shall have the following meanings:

### Agreement

All applicable Agreements with Provider (including – where applicable – product conditions, assignment Agreement, purchase Agreement, participation in action and claims dealing), with the respective annexes and appendices and the Conditions and (trade)Regulations and information on the Site (including disclaimers regarding calculators and similar personalized information) declared applicable to them respectively **Access data**

username, password and registration number, collectively and separate, with which User gains access to the secured section and account on the Site **Article** the stipulation in the document itself referring to it

### ATF / AML

Anti-terrorism financing / Anti-money laundering

### Bewaarder

the foundation established under Netherlands law, Stichting De Bewaarder **Conditions**

these General Terms and Conditions, Terms of Service and Privacy Policy of Provider, jointly and collectively **Counterparty**

the Party other than Provider itself to any (intended) legal relationship to which the Conditions have been declared fully or partially applicable by Provider.

### Damages

any and all direct or indirect damages, including consequential and non-material damages and lost income or profits

### Information

information, in particular pertaining (but not limited to) marketing (the trade in) assets and any (intended or possible) (offer or settlement of) services, working methods and knowhow, developments and intentions, novelties and inventions, fees and results, finances, relationships and organization with all other information, in whole or in part, from and about or in connection with (entering into or executing) any Agreement of which any Party can reasonably suspect that confidential treatment thereof is or would be important for Provider or its relations can be or may become **Order** any assignment to Provider to provide services, including – where applicable – participation in a (claim)action or the order for the purchase / sale of products/goods or (mediation in) sale and renting back real estate **Party**

the (legal) person or entity who enters or wishes to enter into an Agreement with Provider or visits or uses any website, online

(trade)platform(s) or application(s), exploited by or and behalf of Provider, and Provider, separately and jointly

### Provider

Raw Idea B.V., trading under the name Raw Idea B.V. with all its employees, directors, officers and advisors, group companies and shareholders, jointly and separately

### Services

Any and all services or products provided by or on behalf of Provider **Site**

the internet website(s), online (trade)platform(s) or application(s), managed by or on behalf of Provider **User**

the party who can use the Site on the basis of an Agreement with Provider

### VAT

value added tax

1.2 Unless explicitly stated otherwise, references to words formulated in the singular also refer to the plural and vice versa.

1.3 The titles preceding the Articles of the Conditions serve as identification and should not be taken into account in their interpretation.

1.4 Written means also all electronically sent notifications and communications. The term Information includes not only written Information, but also Information that has been or is made known orally, electronically or in any other way.

1.5 Letters / mail addressed to Provider shall be sent to the PO Box address of Provider, with the exception of activities for which another form has been reserved on the basis of an Agreement.

1.6 The terms and abbreviations in the (original) Dutch language is always decisive for their interpretation.

## Artikel 2 Applicability

2.1 By making use of the Provider services you agree to these Conditions. These Conditions form an integral part of all our Agreements and also apply to:

- (a) all visits to, or any use of the Site;
- (b) any (potential) offer, quote or Agreement by or on behalf of Provider;
- (c) any and all (other) documentation or (legal) relationships to which Provider has explicitly declared these Conditions to apply, in part or in whole; or,
- (d) any Agreements or any fulfillment of obligations by or on behalf of Provider for the implementation of which any third parties are or may be involved.

2.2 Derogations from these Conditions will only be valid if these have been expressly agreed and recorded in writing by Provider.

2.3 The general terms and conditions or stipulations on the part of Counterparty or any other party, or of any auxiliary person(s) to be engaged by them and/or persons or (legal) entity's or advisors affiliated to them, are expressly rejected by Provider and do not apply to any Agreement with Provider at any time, nor in whole nor in part, unless explicitly accepted in writing by Provider.

## Artikel 3 Interpretation

3.1 In case any Party amends any Agreement, document, form or proposal from or on behalf of Provider - whether or not already agreed upon or ratified by or on behalf of Provider or any third party or parties - such Agreement, document, form or proposal shall thereby lapse and be considered null and void in whole, unless such change is explicitly and completely confirmed as such by Provider in writing and with effect from the date as to be indicated by Provider at that time. Validation in writing by Provider is always possible.

3.2 If there is uncertainty about the interpretation of one or more stipulations of an Agreement or the Conditions or if a situation arises that is not regulated in an Agreement or the

Conditions, the explanation must take place in the spirit of these Articles.

3.3 If one or more of the Articles of these Conditions or any other Agreement is or comes into conflict with any provision of applicable law, the relevant stipulation will be replaced by a legally permissible provision to be determined by Provider.

3.4 Should Provider permit deviations from any provisions of an Agreement or the Conditions, whether or not tacitly, in whole or in part, temporarily or incidentally, such permission does not in any way affect its right to subsequently demand at any time strict compliance to any provision of any Agreement or the Conditions as of any date in the past or future thereof. Counterparty can never assert any right on the basis of the fact that Provider applies an Agreement or the Conditions flexibly.

## Artikel 4 Commencement Agreement, Performance of Services and Delivery

4.1 An offer and/or quotation from Provider should be considered a non-binding invitation only. Acceptance thereof is only possible within the period set therein.

4.2 Delivery or performance periods in quotations are indicative and do not entitle Counterparty to dissolution or compensation if they are exceeded, unless the parties have explicitly agreed otherwise in writing.

4.3 Offers and quotations do not automatically apply to repeat orders or subsequent services. Parties must agree on this explicitly and in writing.

4.4 An Agreement can be concluded if Counterparty and Provider have both signed the acceptance of the offer in writing by means of a signed offer, order confirmation or (purchase) Agreement.

4.5 Any Agreement between Provider and the Counterparty can also come into effect when Provider accepts the choice of the Counterparty electronically, or when Counterparty uses an electronic signature.

Provider will not be obliged to acceptance thereof at any time.

4.6 Any user to any Site must first generate an account to be able to make use of any service of Provider, which account shall provide Provider with the necessary data for the provision of the service, the payment and the statutory obligations Provider must comply with.

4.7 Counterparty will ensure that all data, of which Provider indicates that these are necessary or desirable, or of which such Counterparty should reasonably understand or defer that these might be necessary for the services to be provided by or on behalf of Provider, shall be provided to Provider in a timely, clear and complete manner.

Counterparty guarantees the provision of correct and complete data to Provider at any time. Changes of data must be passed electronically onto Provider in advance or, should such provision not be possible, as soon as possible thereafter.

4.8 Counterparty is solely responsible for the proper use and protection of his/her e-mail (address) communication (to and from the Site) and undertakes to maintain this address and software (settings) properly and fully functional for the duration of the applicability of an Agreement or the Conditions, or shall notify Provider in the manner referred to in [Article 4.7](#) in advance by e-mail to the exclusive mailing address designated by Provider thereto of replacement thereof by another e-mail address, to which Counterparty at all times enjoys sole access.

4.9 Provider's recording or reproduction of statements or of any other information received through the Site provides full evidence thereof as long as – in the sole opinion of Provider, which does not have to be substantiated at any time – no evidence to the contrary has been provided.

4.10 Counterparty is solely responsible for any and all actions of any advisor, agent or auxiliary person that he/she engages at any time and shall be deemed to be fully responsible vis-à-vis Provider in case of any breach or infringements

by such persons or entity of an Agreement or the Conditions at any time. Counterparty shall not circumvent or frustrate any provisions in an Agreement or in the Conditions in any way by engaging or cooperating with any third party or parties.

4.11 At all times, Provider reserves the right to outsource or assign in whole or in part any or all of its services to any third party or parties.

4.12 Delivery takes place 'ex officio', which is the address of Provider as registered by the Chamber of Commerce to which it pertains. This means that all costs of delivery are for Counterparty. If products / goods are delivered, the Provider is entitled to charge the costs for this as included in a separate Agreement.

4.13 If a term has been agreed or stated for the completion of certain activities by Provider or for the delivery of certain goods, this is never a strict deadline. If a term is exceeded, Counterparty must therefore give Provider written notice of default. Provider must be offered a reasonable term to still execute the Agreement.

## **Artikel 5 Use of the Site and Compliance**

5.1 Counterparty is fully and unequivocally bound by any and all (legal) act(s), statement(s) and information communicated to Provider through the Site, in itself or in combination with any other communication through the Site by or on behalf of the Counterparty from time to time.

5.2 Counterparty is not allowed to use the Site for any possible (actual or future) unlawful, immoral or criminal act or threat thereof. At any time, Provider has the right to suspend or terminate any Agreement or access to or use of the Site or the Access Data as of any future or past moment, in any matter and to any extent it may deem necessary, in its sole discretion, to avoid any infringement of legal right or obligation of any legal entity or person anywhere.

5.3 Knowingly or potentially, Counterparty/user of the Site will not breach any legal rules or moral codes. Counterparty shall refrain from any actions whereby, or as a result of which,

Provider or any other internet users may experience damages, hindrance or limitations in their (intended) activities, or whereby, or as a result of which, the rights or activities of Provider or of any third party may be infringed or their (storage of) data may be compromised.

- 5.4 Counterparty will be obliged to behave responsibly and carefully and to observe any and all Provider instructions or generally publicized best practices intended for safe and lawful (internet) use of the Site at any time.
- 5.5 At any time, Counterparty will refrain from making his/her Access Data or account available to third parties. Counterparty will be responsible for all activities, which take place via or as a result of use or with the aid of the Counterparty's account, whether or not intended or with or without the Counterparty's permission.
- 5.6 In case Counterparty does not, or threatens not to (completely), comply with the Conditions, Provider shall have the right to withhold or suspend its services, in whole or in part, with or without notifying Counterparty. In that event Provider shall not be liable for any (potential or actual) damages directly or indirectly resulting from such measure(s).
- 5.7 In case Counterparty does not, or threatens not to (completely), comply with the Conditions, Provider shall also be entitled, at its sole discretion, to impose instructions on the Counterparty. Counterparty will be obliged to follow these immediately or, in case expressly stated otherwise, within the time limits thereto to be set by Provider. Any consequences, financial or otherwise, will be at the Counterparty's expense and will not be compensated for in any way by Provider.
- 5.8 Provider has the right to take all measures that are necessary to protect its systems, means of communication, organization, clients and any third parties, against impermissible conduct – in whatsoever form – on the part of specific users.
- 5.9 When using calculators or (comparable) personalized information (including in the

closed part) of the Site, Counterparty / user automatically declares that he/she agrees with its disclaimers, exclusions, conditions and instructions included there. Counterparty cannot derive any rights from the tools, results and calculations included there. The information provided on or through the Site may not be used in place of any form of advice.

## Artikel 6 Registration

- 6.1 The registration of data, information, transaction(s) or Agreements by Provider will be deposited at the offices of Provider or a third party designated by Provider. Only Provider's registration shall determine the obligations of Provider towards Counterparty or any other party. An extract from its records signed or ratified by or on behalf of Provider shall serve at all times as full evidence *vis-à-vis* Counterparty or any other party, subject to evidence to be expressly submitted otherwise by Counterparty or any third party.
- 6.2 All monetary amounts, including calculations by Provider of reimbursements, benefits, fees, bonuses, additional reward(s), or remuneration (s) (to be) charged by Provider are, where applicable, excluding VAT and any and all applicable taxes or other (semi) governmental taxes.
- 6.3 At all times, Counterparty shall be obliged to check any and all confirmations, copies, calculations, invoices or any other statements sent to them by or on behalf of Provider upon receipt, and to immediately notify Provider thereof should they be found to be (possibly) incorrect or incomplete in any way. In such case, Provider shall be obliged to correct such errors or omissions.
- 6.4 In case Counterparty has not disputed the content of the notifications or statements referred to in previous [Article 6.3](#) within 3 (*three*) months after publication thereof, the content thereof will be deemed to have been accepted or approved by Counterparty.
- 6.5 With regard to messages to which Counterparty responds by e-mail, including an (electronic) confirmation of receipt, Provider is



no longer obliged to confirm such messages as yet or by regular mail or registered letter.

6.6 By using the services of Provider, Counterparty agrees to the [Privacy Statement](#) of Provider as published on the Site. The address of Counterparty and all other personal data of Counterparty will be stored by or on behalf of Provider in an automated file, to which Counterparty agrees.

6.7 By accepting an Agreement or the Conditions, Counterparty or any and all person(s) or legal entity or entities shall permit Provider to share their personal, payment and transaction data with Bewaarder (as data processing entity and/or payment office) and any and all other (legal) entities with which it forms part of an economic group or holding structure, in whole or in part, and extend such permission to any and all third persons or parties with regard to ATF/AML compliance (monitoring) services as well as payment service providers and data storage services. Provider shall identify such parties - which may change from time to time - on its Site or in its privacy statements.

## Artikel 7 Continuity and Change of Control

7.1 Any Agreement with Provider binds, with regard to the ensuing rights and obligations, Counterparty as well as any and all of its respective legal successors under any general or special title (pertaining to applicable law).

7.2 Counterparty shall not be entitled to transfer its rights and obligations pursuant to any Agreement with Provider at any time to any third party or parties without Provider's prior written approval.

## Artikel 8 Payments, collection and suspension

8.1 Payments on an invoice from Provider must be made 14 (*fourteen*) days after the invoice date in the matter as indicated on the invoice or statement thereto provided by Provider. Payments can also be made directly - if and insofar as Provider has provided for this - via the Site (via a payment service provider).

8.2 Provider is entitled to execute an Agreement in different phases and to invoice the part thus executed separately.

8.3 In case of untimely or non-compliant payment in any way by Counterparty, Counterparty (and/or the recipient of the invoice and/or the debtor as identified on it) shall be in default. In case of default, the legal commercial interest shall be applicable. Any and all costs relating to collection of the invoiced amounts because of default, shall be fully and immediately for the account of Counterparty (and/or the person(s), entity or entities in default).

8.4 If Counterparty is in default or in default with the fulfillment of one or more of its obligations, in whole or in part, all reasonable costs incurred in obtaining settlement out of court or in court will be for the account of Counterparty.

8.5 If and insofar as Provider demonstrates that it has incurred higher costs out of court or in court, which were reasonably necessary, these will also qualify for compensation.

8.6 At all times, Provider shall be fully authorized to set off, on behalf of itself or any of its group or contracting party or parties, any amount due or conditionally to claim from the Counterparty (or any amount or (conditional or potential) obligation due to any other party), against any (counter-)claim of Counterparty (or any other party) against itself or any of its group or contracting party or parties (or others). Foreign fiat or crypto currency receivables are settled at the exchange rate in euro on day of settlement.

8.7 As soon as and as long as the Counterparty fails to pay a due and payable invoice for which the payment term has passed (or during the period in which Counterparty or any of its counterparties is in the opinion of Provider in any default, in whole or in part), Provider is entitled to suspend the fulfillment

of its obligations towards any and all parties involved and thus also to suspend fully or partially execution of its services, without affecting the any of the existing obligation(s) of such other party towards Provider, in whole or in part. The payment obligation of Counterparty then remains unaffected.

8.8 If payment is not made after written reminder, Provider is in particular also entitled to refuse the Counterparty (temporary) access to the Site in whole or in part.

8.9 Payments made by Counterparty always serve to settle:

- (a) all and any financial compensation or fines, interest and costs due first; and subsequently to,
- (b) any and all outstanding invoices, in order of the earliest date thereof.

## Artikel 9 Payment and settlement in crypto currency

9.1 Counterparty has the option, in cases where Provider permits this, to pay Provider in crypto currency.

9.2 At all times, and fully at its own discretion, Provider shall be entitled to settle and all of its (financial) obligations, including all payment obligations, in capital sum, interest or any other form of (re-)payment or compensation in the Hytar Token (HT) crypto currency, at a conversion rate of EUR 5.— (*five euros*) for each Hytar Token), based on an Agreement.

9.3 Within the group of companies that Provider is part of, there is a continuous flow of capital between its holding company, any and all of its subsidiaries, joint-ventures, co-operations, foundations and participations. Any and all cash flows within this group, or with any third party they may transact with at any time, may be expressed, converted and settled in this proprietary HT cryptocurrency, in whole or in part, as it shall be created by its group holding company at its sole discretion. Such conversion is also possible in or from any other group asset, including real estate, any other fiat or crypto currency or token, or digital representation thereof, or in or from any securities or securities held or issued by any group company.

## Artikel 10 Termination

10.1 Provider shall have the right to cancel any and all Agreement(s) with Counterparty, without judicial intervention, notice of default or other

formality, in the following cases or circumstances:

- (a) in the event of bankruptcy, suspension of payment, suspension of receivables and / or death of Counterparty;
- (b) in case of (announcement of) any administration order or legal seizure of (part of) Counterparty's assets;
- (c) in case of (announcement of) any debt rescheduling scheme to Counterparty or moratorium of payments;
- (d) upon (announcement of) termination and / or transfer of (a substantial part of) any business activities of Counterparty;
- (e) upon (announcement of) the dissolution, termination, merger and/or division of the entity, in case Counterparty is a legal entity;
- (f) in the event of any form of (potential) fraud, breach of legal obligations or (potential) infringement on any Conditions, including (possible) deception, negligence or comparable (legal) act, statement, notification or act or omission by or on behalf of Counterparty, or to the benefit or detriment of any user of the Site;
- (g) if the Counterparty is negligent in the compliance of or acts in violation of a stipulation of an Agreement and the Conditions applicable under it;
- (h) in case the relationship between Provider and Counterparty ends;
- (i) in the event of changes to law, regulations, jurisprudence/case law or (semi-) government policy such that compliance can no longer reasonably be expected from Provider.

10.2 As soon as any condition as referred to in [Article 10.1](#) arises or threatens to arise, any and all claims of Provider as well as any and all obligations of the Counterparty towards Provider or its clients will be immediately due and payable.

10.3 In case of termination or cancellation of an Agreement, Provider shall be entitled, in its sole discretion, to no longer execute (fully or timely) any or all of the assignments or (legal) act (s) announced but not yet executed or completed by the Counterparty.

10.4 In the event of observation by Provider of a possible circumstance, including as referred to in [Article 10.1\(f\)](#), or

subsequent to legal obligations or requests thereto, Provider shall be free at all times – at its own discretion and possibly without prior or subsequent notification – to report, any and all information and data regarding its activities and those of its clients, users of its Site or Counterparty, to any (semi-)governmental or supervisory authority, without being held to

any motivation thereto or to any compensation of damages or otherwise *vis-à-vis* Counterparty, any client, any user(s) of its Site or to any other person or entity at any time or under any condition.

### Artikel 11 Force Majeure

11.1 Without prejudice to the other rights accruing to Provider, in the event of force majeure, Provider has the right - at its own discretion - to suspend the performance of its services or any fulfillment of its (non-)contractual obligation(s) in whole or in part, or to dissolve any such underlying Agreement(s), without judicial intervention:

- (a) by communicating this as timely as possible to Counterparty or such party; and,
- (b) without being obliged to pay any compensation for any Damages.

11.2 Force majeure means any shortcoming in the performance of its obligations that cannot be attributed to Provider, because it can't be considered any fault or negligence on the part of Provider or it may not be for account of Provider for any other reason(s) as a force majeure under applicable law, (legal) act or prevailing legal opinion.

11.3 The Parties also understand force majeure as the circumstance that directors or supply companies on which Provider is dependent for the execution of an Agreement do not fulfill the contractual obligations towards Provider, unless this shall be considered as a fault or negligence on the part of Provider.

### Artikel 12 Complaints

12.1 Complaints regarding the services of Provider must be reported electronically or by chat or telephone as soon as possible after the discovery thereof. Counterparty will be obliged, after noticing any breakdown or deficiency, to do, and to refrain from, anything that is reasonably possible for the prevention of damage. Upon request, Counterparty shall provide all cooperation necessary for the inspection and the solution of the complaint, *inter alia* by providing Provider with the opportunity to conduct research any circumstances of the use of the services and the factors related thereto.

12.2 If case the Counterparty makes a complaint correctly and in a timely manner, Provider will endeavor to resolve any problem(s) as soon as possible. If possible, Provider will communicate when any problem may have been solved.

12.3 Should any problem be, in the opinion of Provider, be attributable in whole or in part to any failure on the part of Counterparty to comply with an Agreement or the Conditions, Provider may charge any and all costs relating to such problem to Counterparty.

### Artikel 13 Liability

13.1 Without prejudice to the other provisions of an Agreement or the Conditions, any and all Parties shall at all times exclusively act for their own account and risk. With the exception of willful misconduct or gross negligence, no Counterparty or person or legal entity involved shall hold Provider, its group or contracting parties and relations and/or any other third person or entity liable for any (alleged) (in-)direct damages incurred to itself or by any other (legal) persons (including the costs of legal assistance) due to or in connection with (the provision or performance of) any of the services of Provider or (real estate) assets concerned.



### 13.2 Provider shall not be held liable for any Damages resulting from:

- (a) Any problem properly remedied as stipulated in Article 12;
- (b) Reduced or negative development of any (proceeds or rights to) (real estate) assets of or for Counterparty or any of its clients, or of any of the services provided or to be provided by or on behalf of Provider to Counterparty or any other party, or the results achieved therewith, for whatever reason;
- (c) outdated, incorrect or incomplete information and/or calculations, estimations or expectations;
- (d) failure to meet the expectations of Counterparty or of any third party, even insofar as such expectations may have been raised or stimulated by Provider;
- (e) any delay and/or inaccuracy in any statement - regardless of its cause - as well as any unauthorized access to, modification and/or transmission of any statement;
- (f) untimely execution or failure to execute any (legal) act commissioned via the Site by Counterparty or of any omission or failure to comply with an Agreement or the Conditions by Counterparty or any other party;
- (g) failure by Counterparty or any party to comply with (special) regulations or instructions by Provider;
- (h) unavailability of the Site or failure, malfunctioning or hacking of the Site or (any form of) unauthorized use of Access Data;
- (i) non-functioning or defective functioning of (internet or communication) services of third parties or of equipment or software of Counterparty or of Provider;
- (j) collecting and processing and the investigation of (the way of use of) information or personal data of Counterparty, or relating the storage of such information and data.
- (k) data leaks or (attempts of) theft of information or personal data of Counterparty;
- (l) or any other consequences relating to the collection, processing and storage of information or personal data of Counterparty.

### 13.3 In the event that Provider has relied on data that was not provided to Provider in accordance with an Agreement or the

Conditions, Provider shall not be liable for any Damages of Counterparty as a result thereof. In such cases, Provider reserves the right at all times to suspend any of its services in whole or in part and to charge the resulting (extra) costs to Counterparty or the party or

parties responsible for providing or entering such data.

13.4 Provider takes care for the management (or having it managed) and the accessibility of the Site. Provider shall not be liable at any time for any Damages resulting from any power outages, connection interruptions or any other malfunction of the Site. Provider will endeavor to rectify any such operational failure as soon as reasonable possible.

13.5 At all times Provider shall be completely free in the marketing of its (real estate) assets and services, and the use and publication of data relating thereto, whether or not independently or in collaboration with or by third parties, including the publication or use of part or all data related to the valuation or pricing of the (real estate) assets or services concerned. In this regard, Provider shall never be held liable for, or limited in, the duration or scope of its (marketing) policies.

13.6 Provider cannot and shall not guarantee that the information on its Site is correct and reliable at all times or in all respects. Provider cannot be held liable in any way for Damages (in-) directly resulting from or related to the use of (information on) the Site by Counterparty or by any third party or parties.

13.7 Any liability for Damage resulting from or relating to the performance of an Agreement is always limited to the amount that is paid

out in the relevant case by any liability insurance policy (s) taken out. This amount is increased by the amount of the deductible according to the relevant policy.

13.8 Taking into account all other stipulations in this Article, Provider may only be held liable for direct damages. Direct damages as referred to in these conditions may also include:

- (a) the reasonable costs to determine the cause and extent of the damage, insofar as the

determination relates to damage within the meaning of the Agreement;

- (b) any reasonable costs incurred to have Provider's defective performance comply with the Agreement, insofar as these can be attributed to Provider;
- (c) reasonable costs incurred to prevent or limit damage, insofar as the Counterparty demonstrates that these costs have resulted in limitation of direct damage as referred to in the Agreement.

13.9 If Provider should be liable for any damage, then the liability of Provider is also limited to a maximum of the invoice value of the order, at least to that part of the order to which the liability relates.

13.10 Provider is also excluded from liability and will not be held liable by Counterparty or any other (third) party in case of:

- (a) acts or omissions of Counterparty/buyer or subordinates, or of other persons employed by or on behalf of him;
- (b) negligence on the part of Counterparty/buyer in the maintenance of the delivered goods;
- (c) normal wear and tear on the delivered goods as a result of daily use;
- (d) discoloration of the delivered goods as a result of the effect of light;
- (e) all consequences arising from the natural functioning of the natural product, including wood;
- (f) any other external cause;
- (g) damage that has arisen because Provider relied on incorrect and/or incomplete information provided by or on behalf of Counterparty/buyer;
- (h) indirect damage, including consequential damage, loss of profit, lost savings and damage due to business or other stagnation;
- (i) misunderstandings, mutilations, delays or the incorrect transmission of order data and communications as a result of the use of the internet or any other means of communication between Provider and Counterparty/buyer, unless there is an obvious clerical error.

13.11 Provider will not be held liable by or on behalf of Counterparty if Counterparty has the option of directly calling upon its insurance company or that of a third party for the damage to occur.

## Artikel 14 Indemnity

14.1 Counterparty (and any and all client(s)) shall indemnify Provider against any claims from third parties that may suffer damages in connection with the performance of the services by Provider or the Site, the cause of which may be attributed to other (legal) entities, including governmental or supervisory entities, other than Provider.

14.2 Should Provider (potentially) be sued by any third party(s) in any way, Counterparty shall be obliged to assist Provider both in and out of court and to immediately do everything that can may be expected to avoid legal claims or damages to the detriment of Provider or its clients.

14.3 Should Counterparty fail to (fully or timely) undertake any and all adequate measures in connection with its obligations under [Article 14.2](#), Provider shall be entitled to undertake such action (also on behalf of Counterparty) in its own discretion, without further notice of default. All costs and damage on the part of Provider and any third party or parties as a result thereof shall then be fully for the account and risk of Counterparty.

14.4 Provider assigns part of its activities and execution of its services to third parties, including compliance and monitoring agencies, payment service providers, data storage services and Bewaarder as (external) service providers. At all times, Provider indemnifies Bewaarder fully against any claims from or on behalf of its clients, Counterparty or any third parties.

## Artikel 15 Intellectual property

15.1 Provider reserves the rights and powers vested in it under the Copyright Act and other intellectual laws and regulations, including but not limited to documents, designs, images, drawings and models. Reproduction, publication and copying are only permitted with the express written permission of Provider.

15.2 Provider has the right to use the knowledge it has gained through the execution of an

Agreement for other purposes, insofar as no strictly confidential information of Counterparty is disclosed to third parties.

15.3 The documents, designs, images, drawings and models referred to in [Article 15.1](#) remain the inalienable property of Provider and must be returned immediately upon request.

15.4 For each action performed in violation of this Article, the Other Party will owe a fixed penalty of € 5,000,- without prejudice to the right of Provider to claim full compensation.

### **Artikel 16 Warranty**

16.1 If and insofar as warranty provisions apply to (on the basis of the delivery of) products / goods, these will be included in a separate Agreement. In absence of such specific separate Agreement, there will be no (implicit) guarantee or conformity obligations on Provider, directly or indirectly.

### **Artikel 17 Changes and Obligations**

17.1 An Agreement constitutes the entire Agreement between the Parties and, unless explicitly agreed otherwise therein, replaces all previous oral or written Agreements between the Parties in this respect.

17.2 An Agreement can only be amended or supplemented by means of a written document - signed by all Parties.

17.3 In the event that a provision of an Agreement (on the basis of legal provisions) proves to be invalid or non-binding, all remaining provisions will remain in full force. The Parties are then obliged to replace the non-binding provision by another provision that is valid, in such a way that the new provision differs as little as possible from the non-binding provision, taking into account the nature and scope of the Agreement.

17.4 The Conditions may be consulted and downloaded via the Site. Publication of amended Conditions on the Site constitute publication thereof.

17.5 Provider reserves the right to change Conditions at any time in any way. Unless

expressly stated otherwise, any new version of the Conditions replaces the previous version as of the date of publication on the Site and applies - with the exception of specific outstanding or current (services) pricing, rates or costs to be charged - also with respect to any previous Agreements or legal relationships to which the Conditions had been previously declared applicable.

17.6 In the event of deviations or inconsistencies between provisions of a (special) Agreement of Provider and provisions of the Conditions, the provisions in a (special) Agreement will prevail.

17.7 In the event of any difference between the (original) Dutch text of an Agreement or the Conditions and its translation into any other language, the original text in Dutch takes precedence.

### **Artikel 18 Applicable law and competent court**

18.1 All legal relationships to which Provider is a Party, including any agreement concluded between Provider and Counterparty, are exclusively governed by Netherlands law, even if an obligation is wholly or partly performed outside The Netherlands or with Counterparty or any party domiciled or active outside The Netherlands.

18.2 The applicable court where Provider is domiciled, shall have exclusive jurisdiction to hear any disputes relating to or resulting from an Agreement or the Conditions. Nevertheless, Provider shall also have the right to submit any dispute to a court that has jurisdiction according to the law.

18.3 Provider and Counterparty will only appeal to the courts after they have made every effort to settle a dispute in mutual consultation.

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