

ORDER CONFIRMATION

Mohamed Amine Miladi
Ep 2 mars 1934
4170 Zarzis
Tunisia

Date: 17-7-2018
Reference: **35785**

Make: **Land Rover**
Model: **Range Rover Sport 3.0 TDV6 HSE Dynamic**

Options:

005BJ Ebony Premium Headlining, 020BE Red Brake Calipers, 029YV 21" 5 Split Spoke Style 507 Diamond Turn, 033EQ Heated Seats - Front and Rear, 038EA Cooled Console - Front, 041CZ Roof Sliding - Panoramic, 047AB Privacy Glass, 066AC Keyless Entry and Start, 070BA Tailgate Hands Free, 029VT Spare Wheel - 18 mini alloy, 030NM Exterior Mirror - Power Fold Memory, 031CG Electro Chromic Interior Mirror, 033JK Oxford Leather, 033SY Style 2 - 14x14 Way Powered Seats, 038ID TFT Virtual Instrument Cluster, 040AK Heated Front Windscreen with timer, 048AR FT DR Treadstrips - Range Rover, 049AL Elec Tilt & Reach Adj Stg Column, 051AJ Foot Pedal - Metal Finish, 063AH Loadspace Cover, 064AP Front fog lamps, 070AW Powered Tailgate One Piece, 078CC Paddle Shift - Noble, 080AC Body Colour Roof, 086FA Reverse Park Camera, 088HH Morzine Headlining
VIN: SALWA2FKXHA685487

Tax-free incl. discount:	€	57.800,00
Number of Units:		1 X
Tax-free Ordertotal:	€	57.800,00

Colours: **Santorini Black Metallic / Pimento seats, Ebony/Piment. Ebony H/L**

Notes:

We are pleased to confirm the above order. **Please sign this document and return a scanned copy thereof to us** on the e-mail address of your contact person at Carlink. The attached general sales terms and conditions of Gold Finance & Leasing B.V. are applicable to all offers, quotations, orders, agreements, services and operations and are available at the office of Gold Finance & Leasing B.V. in Amsterdam and on www.carlink.nl and are deposited with the Dutch Chamber of Commerce under number 30170177. A free copy will be sent upon first request. By signing this document you declare that you have read, understand and accept the applicability of the general sales terms and conditions which contain, amongst others:

- your acceptance of electronic invoices, sent to you by e-mail only, a €250.- surcharge for every cash payment received by us, that purchase prices are subject to factory change, your duty to prepay the purchase price in full prior to collection of the purchased vehicle(s)
- your duty to collect the vehicle(s) within 7 days from our notification that the vehicle(s) are ready for collection, failure of which will give us the right to charge storage costs of €75.-/day/vehicle, a limitation of liability clause and a jurisdiction clause electing the District Court of Amsterdam as the competent forum.

Cash payments will immediately be presented by us to our bank's branch office for deposit into our bank account. In such case payment will only be considered as completed (and the payment obligation as fulfilled) upon receipt by us from our bank of the deposit voucher concerning the cash payment presented. We will notify you when the vehicle(s) are ready for your collection at our storage in Elsloo (NL).

Signature:

Date:

GENERAL SALES TERMS AND CONDITIONS OF GOLD FINANCE & LEASING B.V.

Filed with the trade register of the Dutch Chamber of Commerce on 7 October 2015
under number 30170177

1. Definitions

- 1.1 In the present Terms and Conditions, the following terms are used in the sense given below, unless explicitly indicated otherwise.
- Agreement: the agreement between Seller and Buyer to which these Terms and Conditions are or have been declared applicable.
 - Buyer: the entity to which Seller is providing Goods or Services;
 - Goods: cars and other goods Seller has agreed to supply to Buyer;
 - Seller: Gold Finance & Leasing B.V. and all its affiliate and subsidiary companies, the entity providing Goods or performing Services;
 - Services: the services Seller has agreed to perform for Buyer, including services relating to the sale and purchase of cars and/or car maintenance and repair;
 - Terms and Conditions: these general sales terms and conditions;

2. General

- 2.1 The stipulations of the present Terms and Conditions shall apply to each and every offer and agreement, in which Seller offers Goods and/or Services or of whatever nature to Buyer, to which Seller has declared the present Terms and Conditions applicable.
- 2.2 The Agreements and these Terms and Conditions can only be diverged from in writing.
- 2.3 The Terms and Conditions shall also apply to all Agreements with Seller, the execution of which requires the services of third parties.
- 2.4 The applicability of any general terms and conditions used by Buyer is hereby explicitly rejected. Buyer's general terms and conditions shall only apply if parties have explicitly agreed in writing that said general terms and conditions shall apply to the present Agreement with the exclusion of these Terms and Conditions.
- 2.5 If a clause or stipulation in these Terms and Conditions appears to be null and void or is declared null and void or not binding, then the other clauses and stipulations of these Terms and Conditions shall remain fully applicable. Seller and Buyer shall be obliged to replace the null and void or non-binding clauses and/or stipulations with other clauses and/or stipulations that are binding, in such way that the new sections and clauses, take into account the purpose and the meaning of the original conditions and the object and purpose of the agreements.
- 2.6 Seller may, at any time, modify, alter or update these Terms and Conditions;

3. Conclusion of the Agreement

- 3.1 All quotations, offers, price lists, terms of delivery, etc. – whether or not communicated by Seller through its website www.carlink.nl – are to be considered as invitations to present an offer. Quotations, offers, price lists, terms of delivery, etc. will in no way be binding on Seller, unless expressly stated otherwise by Seller in writing.
- 3.2 An order from Buyer to Seller may only be regarded as accepted by Seller after a written order confirmation from Seller to Buyer. The Agreement will not enter into force prior to the dispatch by Seller to Buyer of Seller's written order confirmation.
- 3.3 The order confirmation from Seller to Buyer is considered to completely and correctly reflect the contents of the Agreement. Buyer will be considered to have agreed to the contents of the Agreement unless the Buyer notifies in writing to the Seller within 2 (two) days from the date of the order confirmation that the Buyer cannot agree to the contents of the Agreement.
- 3.4 Any additional agreements or promises by employees of Seller or by third parties acting as representatives on behalf of Seller are not binding on Seller unless acknowledged in writing by the authorized representatives of Seller.

4. Execution of the Agreement

- 4.1 Seller shall execute the Agreement to the best of his knowledge and abilities.
- 4.2 Buyer shall procure that Seller shall be provided in due time with all data which Seller has said to be necessary or which Buyer must in all reasonableness understand to be necessary to the execution of the Agreement. If Seller has not been provided in due time with the data necessary for the execution of the Agreement, Seller shall have the right to suspend the execution of the Agreement and/or to charge Buyer for the additional costs resulting from the delay at the generally accepted rates.
- 4.3 Seller shall not be liable for damage of whatever nature caused by the fact that Seller worked on the basis of incorrect and/or incomplete data provided by Buyer.
- 4.4 If parties have agreed that the Agreement will be executed in stages, Seller can suspend the execution of the parts belonging to a following stage until Buyer has approved in writing the results of the stage prior to it.
- 4.5 A car delivered by Seller to Buyer must be registered in the name of an end user within 4 (four) weeks upon delivery of the car by Seller to Buyer. In case such registration does not occur within the given timeframe Buyer will incur an immediately due and payable penalty of € 2,000.00. Buyer is under the obligation to upon request from Seller forthwith evidence the timely registration.

5. Delivery and Transfer of Risks

- 5.1 Unless expressly agreed otherwise in writing, delivery of the Goods shall take place at Seller's premises as to be communicated by Seller to Buyer.
- 5.2 The risk of loss, damages or devaluation of the Goods shall pass to the Buyer upon the moment on which the Goods are made available to the Buyer on Seller's premises, as specified in the Agreement.
- 5.3 Also in case Seller at the request of or in consultation with Buyer transports or arranges the transport of Goods to a delivery location other than Seller's premises as communicated, Buyer will bear all risk of loss, damages or devaluation of the Goods which occur during such transport.
- 5.4 If at the time the Agreement is concluded, the Goods are in the custody of a third party, the conclusion of the Agreement shall be considered to imply a declaration of transfer of possession of the Goods, and delivery of the Goods shall take place through notification by Seller to the third party of the transfer of the possession of the Goods.
- 5.5 If at the time the Agreement is concluded, the Goods are in the custody of a third party, whether the Goods have been delivered or not, the risk in the Goods shall pass to the Buyer upon (i) Seller's notification of transfer of possession referred to in clause 5.4 of these Terms and Conditions; or (ii) Seller's notification to the Buyer that the Goods are ready for collection at the premises of the third party.
- 5.6 During delivery of the Goods/performance of the Services in parts, each phase is considered as a separate transaction.
- 5.7 The risk in the Goods or in other objects put into the Seller's custody for performance of the Services remains with Buyer. Buyer is obliged to adequately insure the Goods or other objects for as long as the Goods or other objects are in the Seller's custody.
- 5.8 When it appears impossible to deliver the Goods to Buyer or to perform the Services, or when Buyer fails to collect the Goods within 7 (seven) days after Seller's notification to the Buyer that the Goods are ready for collection or delivery, Seller retains the right to store the Goods – and other objects necessary for the performance by Seller of the Services – for the account and the risk of Buyer. Storage costs amount to € 75.00 exclusive of VAT per day per Good/object. Seller will inform Buyer in writing of storage and/or hindrance in the performance of the Services and will give Buyer a deadline of 7 (seven) days within which Buyer must enable Seller to resume the Services and/or deliver the Goods.
- 5.9 If Buyer persists in failing to fulfill its obligations, even after the deadline of 7 (seven) days mentioned in clause 5.8, Buyer shall be in default by operation of law after the passing of 14 (fourteen) days starting from the date of storage/date of hindrance and Seller retains the right to completely or partially dissolve (*geheel of gedeeltelijk te ontbinden*) the Agreement in writing, starting immediately, without prior or further notice (*voorafgaande of nadere ingebrekestelling*), without adjudication by a civil court (*zonder rechterlijke tussenkomst*) – and without compensation of damages, costs or interest.
- 5.10 Clause 5.9 shall be without prejudice to the obligation of Buyer to effect payment of the agreed purchase price, as well as possible storage costs or any other costs made. Seller shall not reimburse any prepayments made by Buyer to Seller in case of dissolution of the Agreement as referred to in clause 5.9 of these Terms and Conditions.
- 5.11 If Seller has given a term of delivery, it shall only be indicative. A given term of delivery shall therefore never constitute a fatal term (*fatale termijn*) to be observed on penalty of forfeiture of rights. If a term is exceeded, Buyer must give Seller notice of default in writing.
- 5.12 Seller shall be entitled to deliver the Goods in parts, unless such is deviated from in writing in the Agreement or if the partial delivery does not represent an independent value. Seller shall be entitled to invoice the thus delivered Goods separately.
- 5.13 If execution of the Agreement in stages has been agreed upon, Seller can suspend the execution of the parts belonging to a following stage until Buyer has approved in writing the results of the stage prior to it.
- 5.14 If Seller requires information from Buyer for the purposes of performance of the Agreement, the term of delivery begins after Buyer has made this information available to Seller.
- 5.15 Seller shall not be required to deliver to Buyer more or other car documents related to the sold Goods (such as title documents, registration documents and certificates of conformity) than Seller has received from its supplier. Seller's books and records serve as full evidence towards the receipt by Seller of said car documents.

6. Engagement of Third Parties

- 6.1 If and in so far required for the proper execution of the Agreement, Seller shall have the right to have certain work done by third parties. Costs associated therewith are for the account of the Buyer.
- 6.2 Buyer will be responsible for all acts performed by third parties instructed by Buyer for the proper execution of the Agreement.

7. Inspection & Complaints

- 7.1 Complaints with regard to the Goods provided or the Services performed by Seller must be reported by Buyer to Seller in writing within 2 (two) days from the actual delivery of the Goods and/or the moment on which the Services have been carried out. Buyer will forfeit all its rights for compensation of damages and/or replacement of Goods if complaints are reported after the aforementioned two day period. Clearly visible damages must immediately be reported on behalf of Buyer on the CMR bill of lading.
- 7.2 If in accordance with clause 7.1 Buyer reports his complaint in due time he shall still be held to take delivery and effect payment of the Goods purchased and/or Services ordered.
- 7.3 Unless otherwise agreed in writing, a complaint shall not suspend Buyer's payment obligation.
- 7.4 In case of a complaint Buyer is under the obligation to keep the Goods available to Seller for his further inspection.

8. Remuneration, Price and Costs

- 8.1 The prices given by Seller shall be exclusive of VAT and other government levies, as well as of the other expenses to be possibly made within the scope of the Agreement, including shipment, packing and administration costs, unless explicitly stated otherwise.
- 8.2 Seller shall be allowed to pass on to Buyer any changes in its cost-price due to, amongst others, (i) increases of prices quoted by its suppliers or of costs for import, (ii) changes of prescriptions and/or governmental measures, and (iii) currency changes.
- 8.3 A compound quotation (*samengestelde prijsopgave*) shall not oblige Seller to execute part of the assignment against a corresponding part of the given quotation.

9. Amendment of the Agreement

- 9.1 If it appears to Seller and Buyer during the execution of the Agreement that the work to be done needs to be changed and/or supplemented in order to ensure the Agreement's proper execution, Seller and Buyer shall amend the Agreement accordingly in due time and in mutual consultations.

10. Payment

- 10.1 Invoices will only be sent electronically per e-mail.
- 10.2 Payment of invoices must be made by way of full prepayment. Seller shall not be obliged to deliver Goods or perform Services to Buyer prior to Seller having received full payment of the relevant invoice.

- 10.3 Deviations from clause 10.2 are only valid if agreed upon in writing between Seller and Buyer.
- 10.4 Contestation of the amount of the invoices shall not suspend the fulfilment of the payment obligation.
- 10.5 All bank costs in connection with payments from Buyer to Seller will be for the account of the Buyer.
- 10.6 Seller charges to Buyer a handling fee of € 250.00 exclusive of VAT for every cash payment made by Buyer to Seller.
- 10.7 Buyer shall be in default by operation of law in case it fails to timely fulfil its payment obligation. In that event, Buyer shall owe to Seller an interest of 1% per month calculated over the due and outstanding amount, unless the statutory interest rate of Section 6:119a Dutch Civil Code is higher, in which case the statutory interest rate of Section 6:119a Dutch Civil Code shall apply. The interest on the amount due and payable shall be calculated as from the day Buyer is in default until the moment it has paid the amount in full.
- 10.8 In case of overdue payment, all Buyer's payment obligations shall become immediately due and payable, irrespective of whether Seller has already invoiced in the matter.
- 10.9 Seller's claims against Buyer shall become immediately due and payable in the event that (i) Buyer is liquidated (wordt geliquideerd), wound up (ontbonden), declared bankrupt (failliet verklaard) or granted suspension of payment (surseance van betaling verleend), (ii) attachment (beslag) is placed on Buyer's assets, or (iii) Buyer initiates or otherwise becomes subject to any insolvency proceeding (insolventieprocedure), or - where relevant - in the event that one or more of the foregoing is requested or resolved upon by Buyer or a third party. Buyer will immediately inform Seller upon the occurrence of one or more of the events referred to in this clause 10.9.
- 10.10 Seller shall be entitled to apply payments made by Buyer in the following order: firstly to settle the costs, subsequently to settle the interest still due and finally to settle the principal sum and the current interest.
- 10.11 Seller shall be entitled to charge a credit limitation surcharge of 2%. This surcharge will not be charged in case of timely payment.
- 10.12 Seller shall at all times be entitled to demand adequate security for the payments (still) to be made by Buyer. If Buyer refuses to grant adequate security, Seller has the right to dissolve (ontbinden) the Agreement, without Buyer being entitled to any compensation.
- 11. Reservation of Ownership**
- 11.1 All Goods delivered by Seller shall remain Seller's property until Buyer has fulfilled all of his obligations under all Agreements concluded with Seller.
- 11.2 Buyer shall not be authorized to dispose of, pledge, encumber or modify in any way the Goods falling under the retention of title.
- 11.3 If third parties attach (beslaan) Goods delivered subject to retention of title or wish to establish (vestigen) or assert (doen gelden) a right to them, Buyer shall be obliged to forthwith inform Seller thereof whilst making available to Seller all relevant (attachment) documents.
- 11.4 Buyer is obliged to insure the Goods delivered subject to retention of title and to keep those Goods insured under comprehensive cover (VVA + volledige casco) and make this insurance policy available to Seller for inspection by it on first demand. Buyer irrevocably authorizes Seller to receive all monies payable under the insurance policy in respect of a claim relating to the Goods.
- 11.5 In the event that Seller wishes to exercise his ownership rights mentioned in this clause 11, Buyer shall give Seller or third parties to be appointed by Seller, now for then, unconditional and irrevocable permission to access all sites and locations where Seller's property might be found and to take these Goods back.
- 12. Retention and Right of Pledge**
- 12.1 As security for the payment of all claims Seller has or may have on Buyer, on any ground whatsoever, and towards whomever who may require the release thereof, Seller can exercise a right of retention (retentierecht) and Seller has been granted a right of pledge (pandrecht), by way of these General Terms becoming applicable between Seller and Buyer - in respect of (i) all Buyer's or third parties' Goods, documents, monies and other goods that Seller holds or will acquire, and/or (ii) all Goods, documents, monies or other goods Seller owes or will owe to Buyer.
- 12.2 Seller may exercise its right of retention and right of pledge if and when Buyer (i) is declared bankrupt (failliet verklaard wordt) or Seller has good grounds to believe that Buyer will be declared bankrupt, (ii) requests for a suspension of payment (surseance van betaling), (iii) otherwise loses or will lose free disposal (vrije beschikking) of its assets (vermogen), (iv) offers an arrangement (akkoord) to its creditors, (v) is overdue with payment on one or more invoices, or for any other reason giving Seller the right to exercise its right of retention and right of pledge.
- 12.3 Seller's right of retention and right of pledge will also secure claims from Seller on Buyer arising from previous agreements between Seller and Buyer (including a maximum of three years interest on those claims) and will also cover payments received by Seller from Buyer's insurer under any insurance Buyer may have.
- 12.4 Seller has the right to and will consider Buyer, and any other person providing goods to Seller on behalf of Buyer for the execution of works, as a (by Buyer appointed) person having the authority (beschikkingsbevoegde) to vest a right of pledge on such goods.
- 12.5 Upon default (verzuim) of Buyer with the performance of its obligations for which the aforementioned right of pledge has been vested, Seller has the right of immediate foreclosure (parate executie) with respect to all pledged assets. Sale following immediate foreclosure shall take place through an intermediary on a market following the rules for a customary sale of assets notwithstanding the right of Seller to request the competent court (bevoegde rechter) to follow a deviating sale process.
- 12.6 Seller will, after payment of execution costs, deduct from the net proceeds of the sale an amount equal to its secured claim to be followed by payment of any surplus to Buyer. This unless other persons having limited rights over (beperkt gerechtigden) or persons having attached (beslagleggers) the pledged assets or any revenues thereof exist. In those cases Seller will act in accordance with Section 490b of the Dutch Act on Civil Procedure (Wetboek van Burgerlijke Rechtsvordering).
- 13. Judicial and extra judicial costs**
- 13.1 If Buyer fails to fulfil (blijft in gebreke) his obligations (in due time) or defaults (is in verzuim) on them, then all reasonable costs incurred to have all debts paid shall be borne by Buyer.
- 13.2 If Seller considers it necessary to instruct a third party to collect an amount payable to Seller, all related judicial and extra judicial costs (gerechtelijke en buitengerechtelijke kosten) incurred shall be chargeable to Buyer. The extra judicial costs payable shall be equal to at least 15% of the total amount payable to Seller.
- 13.3 If Seller demonstrates that he has incurred higher expenses, which were necessary in reason, said expenses shall also qualify for reimbursement.
- 13.4 Buyer shall owe 1% interest per month over the collection charges made by Seller.
- 14. Suspension and Dissolution**
- 14.1 Buyer waives all rights to dissolution of the Agreement pursuant to Section 6:265 et seq. of the Dutch Civil Code or other statutory provisions, unless otherwise agreed between the parties in the Agreement. This provision does not apply to Agreements between Seller and a consumer as Buyer.
- 14.2 Seller shall be authorized to suspend (opschorten) the fulfilment of the obligations under the Agreement or to dissolve (ontbinden) the Agreement, without the intervention of a court (buitengerechtelijk), without notice of default (ingebrekestelling) and without any obligation of Seller to pay any compensation to Buyer, in the event that:
- Buyer does not fulfil or does not fully fulfil its obligations resulting from the Agreement;
 - after the Agreement has been concluded, Seller learns of circumstances giving good ground to fear that Buyer will not fulfil his obligations. If good ground exists to fear that Buyer will only partially or improperly fulfil his obligations, suspension shall only be allowed in so far the shortcoming justifies such action;
 - Seller finds itself in a situation in which fulfilment of the order cannot reasonably be demanded from it;
 - Buyer disposes of (vervreemdt) its enterprise or loses the direct control over it;
 - Buyer requests the suspension of payments (surseance van betaling) or if such is granted, a petition for bankruptcy (faillissement) of Buyer is submitted or Buyer is declared bankrupt, or attachment is placed (beslag wordt gelegd) on a material part of Buyer's assets; or
 - Buyer does not or insufficiently provide to Seller the security requested on or around execution of the Agreement to secure the proper fulfilment by Buyer of its obligations resulting from the Agreement. Seller's authorization to suspend shall lapse upon the vesting of aforementioned security, unless said fulfilment has been unreasonably delayed because of it.
- 14.3 Seller shall furthermore be authorized to dissolve (ontbinden) the Agreement (or have the Agreement dissolved) prematurely, without intervention of a court of justice and without any obligation of Seller to pay any compensation to Buyer, if:
- Buyer is in default (in verzuim) with regard to payment or, in some other way, imputably defaults (schiet tekort) with regard to the fulfilment of its obligations, including obligations of previous agreements; or
 - circumstances arise of such nature that fulfilment by Seller of the obligations under the Agreement becomes impossible or can no longer reasonably be expected from Seller.
- 14.4 Seller shall furthermore be authorized to dissolve (ontbinden) the Agreement (or have the Agreement dissolved) prematurely, without intervention of a court of justice and without any obligation of Seller to pay any compensation to Buyer, if Seller's supplier is not able to deliver the Goods within the time limit as communicated by such supplier to Seller.
- 14.5 If the Agreement is dissolved pursuant to the grounds listed in clauses 14.2, 14.3 and 14.4, Seller's claims against Buyer shall be forthwith due and payable (onmiddellijk opeisbaar). Buyer is obliged to indemnify Seller for the costs associated with the dissolution of the Agreement. If Seller suspends (opschort) fulfilment of his obligations, he shall retain his rights under the law and the Agreement. Advance payments made by Buyer to Seller shall not be reimbursed by Seller to Buyer in case of dissolution of the Agreement.
- 14.6 If Buyer has failed imputably (toerekenbaar tekort is geschoten) in the observance of his obligations vis-à-vis Seller and the Agreement has been dissolved, Buyer shall forfeit a fine, due on demand to Seller without notification or legal intervention of fifteen (15) percent of the agreed price of the Goods or Services. This is without prejudice to the right of Seller to claim full compensation and reimbursement of costs of recourse (including the costs as meant in clause 13).
- 14.7 Rights of a buyer ensuing from Book 7 Dutch Civil Code, including the right of conformity of the goods with the Agreement, cannot be invoked by a Buyer acting in the practice of an occupation or the operation of a business (koper die handelt in de uitoefening van een beroep of bedrijf).
- 15. E-commerce and distance selling**
- 15.1 In case Seller and Buyer, being a natural person not acting in the practice of an occupation or the operation of a business, enter into an Agreement to which the Dutch law on distance selling is applicable and the Goods appear to be non-complying with specifications indicated by the Buyer, Buyer has the right to within fourteen (14) days upon receipt of the Goods dissolve (ontbinden) the Agreement (i.e. the right of cancellation (herroepingsrecht)) without a reason being required and without prejudice to these Terms and Conditions.
- 15.2 Dissolution of the Agreement must be done in writing and within the aforementioned fourteen (14) day period.
- 15.3 After dissolution of the Agreement the Goods shall be returned within fourteen (14) days thereof by the Buyer to the Seller for the risk and the account (rekening en risico) of Buyer.
- 15.4 Seller shall be entitled to charge Buyer for any loss in value of the Goods and to set-off the amount of such loss with the purchase price paid by Buyer to Seller.
- 15.5 Within fourteen (14) days after Buyer having exercised its cancellation right, Seller will repay the purchase price (decreased by an amount equal to the loss referred to in clause 15.4) to Buyer if the Goods have been returned to Seller timely and in good condition (both to be determined by the Seller at its sole discretion).
- 16. Liability and Indemnity**
- 16.1 Seller shall not be liable for indirect damage (indirecte schade), including but not limited to consequential loss (gevolgschade), business interruption loss (bedrijfschade), loss relating to alternative transport or rent or lease costs (kosten voor vervangend vervoer of huur- en leasekosten), damage to goods of third parties (schade aan goederen van derden), loss of profit (gederfde winst) and loss due to delays (vertraagingschade) and personal or immaterial damages (persoonlijke of immateriële schade).
- 16.2 Seller shall not be liable for direct damage (directe schade), unless Buyer is a natural person not acting in the exercise of a profession or business (natuurlijk persoon die niet handelt in de uitoefening van een beroep of bedrijf). In the latter case Seller's liability for direct damage shall be limited to the amount of the net price of the delivered Goods or performed Services and such up to a maximum of €5,000.00 (in words: five thousand Euro) per incident.
- 16.3 The exclusion of liability and limitation of liability set out in clauses 16.1 and 16.2 shall not apply in the event that Buyer proves that the damage was caused by intentional act or willful recklessness (opzet of bewuste roekeloosheid) of Seller's management.
- 17. Force Majeure**
- 17.1 Seller shall not be held to fulfil any of its obligations if it is hindered to do so due to a circumstance through no fault of his own (niet te wijten is aan zijn schuld) and which cannot be attributed to him by virtue of law, a legal act or generally accepted practice.

- 17.2 In addition to the provisions of the law and the case law in this respect, force majeure shall in these Terms and Conditions furthermore be understood to be any external circumstance, be it envisaged or not, on which Seller cannot have any influence but which prevents Seller from fulfilling its obligations.
- 17.3 Seller shall also be entitled to invoke force majeure if the circumstance rendering (further) fulfilment of the obligation(s) impossible, commences after the point in time on which Seller should have fulfilled his obligation.
- 17.4 Throughout the duration of the circumstances of force majeure, parties shall be entitled to suspend the fulfilment of their obligations. If this period lasts for more than two months, either of the parties shall be entitled to dissolve the Agreement without any obligation to pay the opposite party damages.
- 17.5 Insofar as Seller has already partially fulfilled his obligations resulting from the Agreement at the moment the circumstance of force majeure commenced or shall be able to fulfil them and insofar as separate value can be attributed to the part already fulfilled or still to be fulfilled respectively, Seller shall be entitled to invoice the part already fulfilled or still to be fulfilled respectively. Buyer shall be held to pay this invoice as if it were a separate Agreement.
- 18. Indemnity**
- 18.1 Buyer shall indemnify (*verijveren*) Seller against all claims of third parties in connection with delivered Goods and/or services rendered.
- 18.2 Buyer shall indemnify Seller against claims of third parties concerning intellectual property rights on material or data provided by Buyer, which shall be used for and during the execution of the Agreement.
- 18.3 If Buyer provides Seller with information carriers, electronic files or software etc., Buyer shall guarantee that said information carriers, electronic files or software are free of viruses and defects.
- 19. Intellectual Property and Copyrights**
- 19.1 Without prejudice to the other stipulations of these Terms and Conditions, Seller shall reserve the rights and authorities to which Seller is entitled under the Dutch Copyright Act (*Auteurswet*).
- 19.2 Buyer shall not be allowed to introduce changes to the Goods and material provided, unless the nature of the delivered Goods and material dictates otherwise or if agreed upon otherwise in writing.
- 19.3 All documents, such as designs, sketches, drawings, films, software, (electronic) files, etc., provided by Seller, shall be destined to be used by Buyer exclusively and must not be reproduced, made public or brought to the notice of third parties by Buyer without prior consent from Seller, unless the nature of the documents provided dictates otherwise.
- 19.4 Seller shall reserve the right to use the knowledge gained due to the execution of the work for other purposes, in so far no confidential information shall be brought to the notice of third parties when doing so.
- 20. Prescription**
- 20.1 All claims against Seller shall be barred by the mere lapse of a period of nine (9) months. All claims against Seller shall be extinguished if an action is not brought before the competent court in accordance with clause 22 within a period of eighteen (18) months.
- 20.2 The terms mentioned in clause 20.1 shall commence on the day on which the claim has become due and payable or the day on which the prejudiced party had knowledge of the loss. Without prejudice to the preceding provisions, the said terms shall commence with respect to claims regarding damage to, decrease in value or loss of the Goods, on the day of delivery or, if they have not been delivered, the day on which they should have been delivered.
- 21. Third Party Clause**
- 21.1 The provisions contained herein regarding exclusion and limitation of liability as well as regarding Seller's indemnity and termination/prescription of the right of action shall also apply to and on behalf of Seller's employees and of third parties Seller has engaged in any manner as well as of their employees.
- 22. Disputes**
- 22.1 All disputes between Seller and Buyer to which these Terms and Conditions apply will be at first instance settled by the Amsterdam District Court (*Rechtbank Amsterdam*) in the Netherlands unless a mandatory statutory provision objects to this and without prejudice to the right of Seller to bring legal proceedings against Buyer before another court of competent jurisdiction.
- 22.2 Parties shall only refer the matter to the court if they have done their utmost to solve the dispute in mutual consultations.
- 23. Applicable Law**
- 23.1 The law of the Netherlands applies to all legal relationships to which these Terms and Conditions apply.
- 24. Processing of Personal Data**
- 24.1 The data which Seller receives from Buyer will be processed by him as controller within the meaning of the Dutch Personal Data Protection Act (*Wet Bescherming Persoonsgegevens*). Seller will perform the Agreement with the aid of this data and, insofar as agreed, fulfil guarantee obligations, provide service and provide Buyer in a timely manner and with due regard to the statutory provisions with product information by post, or otherwise by the sending of personalised offers. Upon request from Buyer, incorrect data will be rectified whilst Seller will also fulfil all other obligations towards Buyer pursuant to the Personal Data Protection Act.
- 25. Applicable Version**
- 25.1 The most recently filed version of these Terms and Conditions shall always apply, or, as the case may be, the version valid at the time the Agreement was concluded.