

GENERAL TERMS AND CONDITIONS FOR SERVICES AND SALES TO COMPANIES

OF: INDICIUM LLC. – ESTABLISHED IN: AUGUSTAPOLDER 70 - 2992 SR BARENDRECHT - KVK-NUMBER: 24295957

HEREAFTER TO BE CALLED: USER

1. DEFINITIONS

1. In these general terms and conditions the following terms will be used meaning the definition below, unless expressly indicated otherwise.

User:	Indicium LLC., hereafter to be called user of the general terms and conditions;
Principal:	counterparty of user, being a company;
Company:	the natural person or corporation, acting in the execution of his / her profession or company
Agreement:	the agreement concerning services, and all assignment agreements, among which all agreements to perform activities or to provide services and products of Indicium LLC.

2. GENERAL

1. These terms and conditions shall apply to any offer, quotation and agreement between user and a principal for which user has declared these conditions applicable, in so far as parties have not deviated from this expressly and in writing.
2. The present terms and conditions shall also apply to all agreements with user, for the execution of which third parties should be involved.
3. Any deviations from these general terms and conditions shall only be applicable when they have been agreed on expressly in writing.
4. The applicability of any other (purchase) terms and conditions of principal shall be rejected expressly.
5. Should any or more terms in these general terms and conditions be void or be destroyed, the other provisions of these general terms and conditions shall be fully applicable. User and principal will then enter into consultation in order to agree on new provisions to replace the void or destroyed ones, during which in so far as possible the aim and the scope of the original provision shall be taken into account.
6. If between parties a situation should occur not covered by these general terms and conditions, this situation should be assessed in accordance with the spirit of these general terms and conditions.

7. If user does not continuously demand strict compliance with these provisions, this does not mean that the provisions shall not apply, or that user in any way whatsoever would also lose the right to demand strict compliance of the provisions of these terms and conditions in any other cases.

3. OFFERS AND QUOTATIONS

1. All offers shall be without obligation, unless in the offer a date of acceptance has been mentioned. A quotation or offer shall expire when the product offered is no longer available.
2. **B** Quotations drawn up by user shall be free of obligation; they shall be valid for 30 days, unless indicated otherwise. User shall only be bound to the quotation if the acceptance thereof is confirmed in writing within 30 days by counterparty, unless indicated otherwise.
3. **B** Prices in the offers and quotations mentioned are free of VAT and any other government levies, as well as free of any cost incurred within the framework of the agreement, including cost of travel and lodging, shipping and handling charges, unless indicated otherwise.

4 If (with respect to minor items) acceptance should deviate from the offer included in the quotation user shall not be bound to this. The agreement shall then not come about according to this deviant acceptance, unless user indicates differently.
5. A composite price quotation does not oblige user to carry out part of the order for a corresponding part of the price quoted.
6. **A** Offers or quotations shall not apply automatically for future orders.
7. A price quotation shall be valid for the amounts and configuration indicated, delivered in one batch, under the proviso of (product) changes made by the manufacturer(s).
8. Currency fluctuations disadvantageous to user after the date of closing the agreement shall be charged to the principal.

4. EXECUTION OF THE AGREEMENT

1. User shall execute the agreement to the best of his insight and abilities and in accordance with the requirements of good craftsmanship. All this shall be based on the state of the art known at the time.
2. If and in so far a good execution of the agreement requires this, user shall have the right to have certain activities carried out by third parties.

3. The principal shall take care that all data indicated by user as necessary, or of which the principal should reasonably understand that they are required to carry out the agreement, shall be provided to user in a timely fashion. If the data required for the execution of the agreement have not been provided in due time, user shall have the right to suspend the execution of the agreement and to charge the extra cost caused by the delay to the principal, in accordance with the customary rates.
4. User shall not be liable for damage of any kind if user has used incorrect and / or incomplete data provided by the principal, unless user should have been aware of their incorrectness or incompleteness .
5. If it has been agreed that the agreement shall be executed in phases, user shall be entitled to suspend the execution of those parts belonging to a following phase, until the principal has approved the results of the preceding phase in writing.
6. Principal shall safeguard user from any liability claimed by third parties that may suffer damage as a result of the execution of the agreement if this is imputable to principal.
7. An order shall only be considered mutually agreed upon if it has been confirmed in writing. After this confirmation user shall deliver the order.
5. If user has mentioned a time of delivery, this shall be indicative. A time of delivery stated shall therefore never be a fatal term.
6. User shall be entitled to deliver the goods in batches, unless this has been deviated from by agreement or if the partial delivery has no independent value. User is entitled to invoice the part delivered separately.
7. If it has been agreed that the agreement shall be executed in phases, user is entitled to suspend the execution of those parts belonging to a following phase until purchaser has approved the results of the preceding phase in writing.
8. Deliveries shall be carriage paid in The Netherlands for consignments with a value of at least €2.500.-

7. DURATION OF CONTRACT; PERIOD OF EXECUTION

1. The agreement between user and principal shall be entered into for a definite period, unless the nature of the agreement requires otherwise or parties have expressly agreed differently in writing.
2. If a period has been agreed upon for the execution of certain activities during the duration of the agreement, this shall never be a fatal term. When the period of execution is exceeded, the principal will therefore have to give written notice of default.

5. ALTERATION OF THE AGREEMENT

1. If during the execution of the agreement, it appears necessary for proper execution to change the work or add to it, parties shall adapt the agreement accordingly, in due time and in mutual consultation.
2. If parties decide that the agreement shall be changed or added to, its time of completion may be affected. User shall inform principal of this in advance, if possible.
3. If the change or addition to the agreement has financial and / or quality consequences, user shall inform principal in advance, if possible.
4. In deviation of item 3 user shall not charge additional costs if the change or addition is due to circumstances that may be imputed to user.

6. DELIVERY (SALES OF GOODS)

1. Delivery shall take place ex warehouse of user.
2. Delivery shall be done on the basis of Incoterm EX Works (EXW). At the time of conclusion of the agreement, the then current Incoterm EXW shall be applicable.
3. Purchaser shall be obliged to accept the goods at the moment user delivers them or has them delivered, or at the moment at which they are made available according to the agreement.
4. If the purchaser should refuse acceptance or be remiss in providing the information or instructions required for delivery, user shall be entitled to store the goods at the expense and risk of purchaser.

8. PRICE / FEE

1. On conclusion of the agreement, parties may agree on a fixed selling price and / or fee.
2. If no fixed fee for the services to be performed is agreed upon, the fee shall be determined on the basis of hours spent. The fee shall be calculated in accordance with the usual hourly rates of user, applicable for the period in which the activities are to be performed, unless an hourly rate deviating from this has been agreed upon.
3. The fee and any cost estimates are exclusive of VAT.
4. If user agrees a fixed fee or hourly rate with principal, user shall nevertheless be entitled to raise this fee or rate.
5. User may raise the fee if during the execution of the work it appears that, on conclusion of the agreement, the work originally agreed upon or expected was estimated insufficiently to such a degree, not imputable to user, that in fairness it cannot be expected from user to execute the activities for the fee agreed upon originally. In such a case, user shall inform principal of the intention to raise the fee or rate. User shall state the amount and the date on which the increase shall be applicable.
6. All installation, construction or consultancy work shall be performed on the basis of costing, unless stated otherwise.

9. PAYMENT

1. Payment is to be made in the currency indicated within 30 days after invoice date, in a way indicated by user, unless stated otherwise in writing by user.

Objections against the amounts of invoices shall not suspend payment obligation.

2. User shall be entitled to submit periodical invoices.
3. If principal defaults payment within the term of thirty days, principal shall be legally in default. Principal shall then be due an interest of 1% per month unless the legal interest is higher, in which case the legal interest shall apply. The interest on the claimable amount shall be calculated from the moment the principal is in default until the moment of payment of the full amount.
4. In case of liquidation, bankruptcy, confiscation or suspension of payment on the part of the principal, the claims by user on the principal shall be claimable immediately.
5. User shall be entitled to use payments by principal to cover the costs, subsequently the interest due and finally the principal amount and current interest. Without being in default, user may refuse an offer of payment if the principal indicates a different order for the allocation of payment. User shall be entitled to refuse redemption of the principal amount, if the interest due and current interest as well as the costs are not settled at the same time.
6. The principal shall never be entitled to clear any amount owed by him to user.
7. Objections against the height of an invoice shall not suspend the obligation to pay. The principal who cannot appeal to the Civil Code section 6.5.3 (articles 231 up to and including 247 book 6 Civil Code) shall not be entitled to suspend payment of an invoice for any other reason.
8. If principal is in default or remiss in the (timely) fulfilment of his obligations, all reasonable costs of obtaining satisfaction outside court shall be at the expense of principal.
9. In case principal is in default of full payment of the amounts charged by user to principal, the principal shall owe to contractor extra-judicial costs, the following applying:

If principal acted in the execution of a profession or company, user shall claim reimbursement of extra-judicial (collecting) charges. In that case, these costs are now set at an amount of 15% of the total principal amount due, with a minimum of €50.00 for each invoice left unpaid in part or in full, in deviation of article 6:96 item 4 of the Civil Code and in deviation of the Decree for compensation of extra-judicial collecting charges. Any judicial and execution costs shall be recovered from principal. The principal shall also be due the interest on collection costs.

10. As per 16th March 2013 user shall ensure that payments shall comply with the directives of the European legislation "Late Payment Directive", meaning: Extra-judicial collection costs on claims shall be calculated on the basis of the Pre-Work II report and shall amount to at least € 40 (exclusive of VAT). Apart from this, registry fees shall be invoiced to the amount of € 25 (exclusive of VAT).
11. In case of default user shall reserve the right to claim payment of the full order amount remaining without prior reminder.

12. User shall reserve the right to discontinue all his activities until overdue invoices have been paid in full.
13. Any complaints shall never release principal from any obligations to pay.

10. RETENTION OF TITLE

1. All goods delivered by user, including any designs, sketches, drawings, films, software, (electronic) files, etc. shall remain the property of user until the principal has met all obligations following from all agreements entered into with user.
2. The principal shall not be entitled to pledge any goods that are subject to title of retention, or to encumber them in any way.
3. If third parties seize goods delivered under retention of title or wish to establish rights on them, principal shall be obliged to inform user as soon as may reasonably be expected.
4. The principal commits himself to insure the goods delivered under retention of title and to remain doing so against damage caused by fire, explosion and water, as well as theft, and to make available the insurance policy at first request.
5. Goods delivered by user being subject to the retention of title in accordance with article 1 of this section, must never be resold in the context of normal business or be used as payment.
6. In case user should wish to exercise the property rights referred to in this article, the principal shall now give unconditional and non-revocable consent to user or any third parties to be assigned by him to enter all those locations where the property of user is situated and to take back all these goods.

11. WARRANTY

1. User guarantees that the goods to be delivered shall meet the customary requirements and standards that may be set and that they shall be free of any defects.
2. The warranty provisions shall concern the equipment and software delivered, excluding consumables and accessories. Warranty shall comprise: resolving malfunctions due to repairs or replacement, without cost, on condition that they have been reported within the warranty period. Shipping costs or any cost of travelling or car costs in case of on-site repairs shall be charged.
3. The warranty referred to under item 1 shall also apply to the use in countries abroad and if purchaser of this use expressly mentioned this to user in writing at the time of concluding this agreement.
4. The warranty mentioned under item 1 shall apply for a period of:

Equipment:	On demand (depending on brand and type)
Application of software:	2 months after delivery
Repairs:	30 days after repairs

5. If the goods to be delivered do not comply with these warranties, user shall replace or ensure repair of the goods at the choice of principal within a reasonable period after receipt, or if return shipment should not be possible within reason, upon written notice by purchaser.
 6. Upon expiration of the term of warranty all costs for repair or replacement, including administrative costs, shipping costs and call-out costs shall be charged to principal. In case of these products that are outside the range of warranties € 155 exclusive of VAT shall be charged for every repair investigation.
 7. If the warranty provided by user concerns a property produced by a third party, the guarantee shall be limited to the one provided by the producer of the property.
 8. In deviation of the legal term of limitation, the term of expiration of all claims and defences against user and third parties involved by user shall be limited to one year.
 9. If it is established that a complaint is unfounded, the costs arising from it, including the costs of research charged to user shall be charged integrally to principal. Any form of warranty shall also be void if a defect arises from incompetent or improper use, improper storage or maintenance by the principal and / or third parties when, without written permission by user, (software) changes have been made by the principal or third parties to the property, or if they have tried to do so.
 10. The principal may conclude a service contract, varying from 'Carry-in' to 'Service on site,' 24 hours per day. The rates of these service contracts are available by request. The principal may request these rates from user free of obligation.
2. Any visible defects must be brought to the attention of the user in writing within seven days after delivery. Any non-visible defects should be brought to the attention of user in writing forthwith, but in any case within 14 days after discovery thereof. The principal should enable user to investigate the complaint, or to have it investigated.
 3. If a complaint is legitimate, user shall execute the work as has been agreed upon, unless for principal this has meanwhile become demonstrably meaningless. The principal shall express the latter in writing.
 4. If the execution of the work agreed upon is no longer possible or useful, user shall only be liable within the limits of article 15.

14. SUSPENSION AND DISSOLUTION

1. User shall be entitled to suspend the fulfilment of the obligations or to dissolve the agreement, if:
 - principal does not (fully) fulfil the obligations of the agreement.
 - upon closing the agreement, user has become aware of circumstances that justify good cause for fear that the principal will not fulfil the obligations. If good cause should exist to assume that principal will not completely or properly meet his obligations, the suspension shall only be allowed in so far the shortcoming justifies it.
 - upon closure of the agreement principal was requested to provide security for the fulfilment of his obligations in the agreement and this security is missing or insufficient.
 - If, through a delay on the side of the principal it may no longer be required of user that he shall fulfil the agreement against the original conditions agreed upon, user is entitled to dissolve the agreement.
 2. User shall also be entitled to declare the agreement void (or have it declared so) if circumstances arise of such a nature that fulfilment of the agreement has become impossible or according to standards of reasonableness and fairness can no longer be required. This shall also be the case if any other circumstances should occur of such a nature that unchanged conservation of the agreement may not be expected within reason.
 3. If the agreement is dissolved, the claims of user on principal shall be immediately claimable. If user suspends fulfilment of obligations, he shall maintain his claims resulting from the law and the agreement.
 4. User shall retain the right of claiming compensation at all times.
 5. If the principal cancels completely or in part an order placed, the goods ordered or finished in connection with this, shall be charged integrally to principal, augmented by any costs of supply, disposal and delivery, together with the time of labour reserved for the fulfilment of the agreement.
- #### 12. COLLECTION COSTS
1. If principal is remiss or negligent in meeting one or more of his obligations, all reasonable costs of getting satisfaction outside a court of law shall be at the expense of principal. If principal remains remiss in providing due payment of a sum of money, he shall forfeit an immediately claimable fine of 15% of the amount due, with a minimum of €50.00.
 2. If user has incurred higher costs that were necessary within reason, these shall also qualify for compensation.
 3. Any reasonable judicial and execution costs incurred shall also be at the expense of principal.
 4. Principal shall also owe interest on the collection costs incurred.
- #### 13. RESEARCH
1. Complaints about work provided must be brought to the attention of user by the principal in writing within seven days after completion of the work involved. The notice of default must comprise a description of the shortcoming in as much detail as possible, so that user may react adequately. When doing so the principal should examine whether quality and / or quantity of the good delivered is in compliance with what has been agreed upon and with the requirements parties have agreed upon.

6. On cancellation of an order, a cancellation fee of 15% of the total order amount shall be charged together with 1% of the total order amount per calendar day that has passed, to be calculated from the day the order was provided.
7. Orders for client-specific equipment or software developed cannot be cancelled or taken back.
8. For return of goods, conditions shall apply equivalent to cancellation, however, with a minimum charge of 35% of the total order amount.
7. The limitations of liability for direct damage included in these terms and conditions shall not apply if the damage is due to intention or gross negligence on the part of user or his subordinates.
8. Principal shall safeguard user from any claims made by third parties due to product liability, as a result of a defect in a product, service or system supplied by principal to a third party and that also consisted of equipment, software or other materials supplied by principal.

15. RETURN OF GOODS MADE AVAILABLE

1. If user has made goods available to principal during the execution of the agreement, principal shall be obliged to return the goods delivered within 14 days in the original condition, free of defects and in full. If the principal does not meet this obligation, all ensuing costs shall be at his expense.
2. If principal, for any reason whatsoever, remains remiss after a reminder to the purpose concerning the obligation mentioned in item 1, user shall have the right to recover the damages and costs ensuing from this from principal, among which the cost of replacement.

16. LIABILITY

1. If user should be liable, liability shall be limited to what has been arranged in this provision.
2. User shall not be liable for damages of whatever nature due to user having used incorrect or insufficient data provided by principal.
3. If user is liable for direct damage, or at least for the part of the order the liability applies to, user shall compensate a maximum of €5,000,-. At all times, liability shall be limited to the maximum amount of the redemption to be paid by user's insurer.
4. In deviation of what has been determined by article 3 for assignments with a duration longer than six months, liability shall further be limited to the fee owed with respect to the previous six months.
5. Direct damage shall mean exclusively:
 - The reasonable costs for determining the cause and amount of the damage, in so far the determination concerns damage in the sense of these provisions.
 - Any reasonable costs paid to have the user answer the defective performance, unless this cannot be imputed to user.
 - Reasonable costs paid in order to prevent or limit the damage, in so far as principal demonstrates that these costs have led to limiting the damage as meant in the general terms and conditions.
6. User shall never be liable for indirect damage, including consequential damage, lost profits, missed savings and damage caused by business stagnation.

9. Principal shall at his expense see to proper insurance against the consequences of legal liability.

10. User shall accept no liability for advice given by himself or others on his behalf.

17. SAFEGUARDS

1. The principal safeguards user from claims by third parties concerning rights of intellectual property on any materials or data provided by principal to be used in the execution of the agreement.
2. If user for that reason should be addressed by third parties, the principal shall be obliged to assist user both outside and in court and without delay to do everything that may be expected from him. Should principal be remiss in taking adequate measures, user shall be entitled to take such measures without notice of default. All costs and damages arising from this on the part of user and third parties shall be integrally at the expense and risk of principal.
3. If principal provides to user information carriers, electronic files or software etc., he shall guarantee that the information carriers, electronic files or software shall be free of viruses and defects.

18. RISK TRANSITION

1. The risk of loss of, or damage to, the goods subject to the agreement shall be transferred to principal at the moment that they are delivered legally and / or in actual fact to principal and in this way into the power of principal or of third parties assigned by principal.

19. FORCE MAJEURE

1. Parties shall not be bound to fulfil any obligation if they are hindered in doing so by any circumstance not due to culpability, or shall be at their expense on account of the law, a legal act or customary views in normal commercial traffic.
2. In these general terms and conditions force majeure means what is understood in law and case law, all external causes foreseen or not provided, on which user cannot exert any influence but that prevent user from fulfilling his obligations. Industrial action in the company of user shall be included in this.
3. User shall also be entitled to invoke force majeure if the circumstance that prevents (further) fulfilment occurs after user should have fulfilled his obligations.
4. During the period force majeure lasts, parties are entitled to suspend the obligations of the agreement.

If this period lasts longer than two months each of the parties shall be entitled to dissolve the agreement, without any obligation to compensate damages to the other party.

20. CONFIDENTIALITY

1. Both parties shall be obliged to keep secret all confidential information that they have received from each other or any other source within the framework of the agreement. Information shall be confidential if the other party has deemed it so, or if it results from the nature of the information.
2. If based on a legal provision or a court order, user is obliged to provide confidential information to third parties indicated by law or the competent court, and user cannot invoke a legal right of exemption recognized or admitted by the competent court, user shall not be bound to pay compensation or indemnification and the other party shall not be entitled to dissolve the agreement on the grounds of any damage caused by this.

21. INTELLECTUAL AND COPYRIGHT

1. Without prejudice to the provisions in this agreement, user shall retain the rights and authorizations due to user on the basis of the copyright law.
2. All documents provided by user, such as reports, recommendations, agreements, designs, sketches, drawings, software etc. shall be to the exclusive use of the principal and must not be multiplied, made public or brought to the knowledge of others without prior permission of user, unless from the nature of the documents provided, it should appear otherwise.
3. User shall retain the right to use the knowledge increased by the execution of the work for other purposes, in so far as no confidential information is brought to the attention of third parties.
4. Principal shall be obliged to return to user all goods belonging to user, within a week after the agreement has ended.

22. PROCESSING PERSONAL DATA

1. If in the execution of the Services user is to process personal data, article 14 of the Law for the protection of personal information (Wbp) shall oblige user and principal to enter into contracts concerning the processes to be performed by user, safeguarding technical and organisational security measures with respect to the processing concerned. In the absence of a further, separately closed 'processor agreement' the provisions in this article shall count as contracts as meant in the Wbp.
2. User shall only process personal information under the authority of principal and exclusively for the execution of services, for as long as the Agreement shall last. User in this case shall be known as controller.
3. If in these general terms and conditions, or in the Agreement, provisions of the Wbp are referred to, the corresponding provisions of the General Data Protection Regulation (AVG / GDPR) shall be meant, as of 25th May 2018.

4. User shall exert himself to take proper technical and organisational measures with respect to the processing of personal information and shall exert himself to have the protection meet a level that is not unreasonable in view of the state of the art, the sensitivity of personal information and the cost involved in creating this protection.
5. User shall guarantee that anyone who processes data coming from the principal shall do so only by order of the principal, except in case of deviating legal requirements.
6. User shall be allowed to process the personal data in countries within Europe.
7. Principal shall allow user to avail himself of a third party for the processing of personal data for the execution of the Services, under the condition of compliance with applicable laws and regulations. User shall take care that these third parties shall enter into the equivalent obligations that Principal and user have agreed upon, and shall take care of the proper authorisations. At the request of principal, user shall inform Principal about the third parties involved by him as soon as possible. Principal shall be entitled to object against any third parties enlisted by user. If Principal objects against third parties enlisted by user, Principal and user shall enter into consultation in order to reach a solution.
8. User shall guarantee that he will only record personal information or will otherwise make it available in a lawful way, without infringing on any right of third parties. Principal shall safeguard user from any titles and claims connected with this.
9. Principal shall be entitled to have audits performed by an independent third party that is bound to secrecy, for the control of this article 22. This audit shall only be performed in case of a concrete suspicion of abuse demonstrated by Principal. The audit initiated by Principal shall take place two weeks after prior written notice by Principal. The cost of the audit shall be paid for by Principal.
10. There is an obligation of confidentiality towards third parties concerning all personal data user receives from Principal for the execution of Services, and / or data he collects himself. This obligation of confidentiality shall not apply if Principal has given express permission to provide the information to third parties, if the provision of the information to third parties is logically required in view of the nature of the Services, or if a legal obligation to provide the information to a third party exists. If user is legally required to provide information to a third party, user shall inform Principal about this immediately in so far as this is legally allowed.
11. As a responsible party according to the Wbp user shall be responsible at all times to report to the supervisor(s) and / or those involved any security breaches (meaning a security breach to the safeguarding of personal data that leads to a chance of serious adverse consequences, or that has serious consequences for the protection of personal information). In order to make it possible for user to comply with this legal obligation, user shall inform Principal as soon as possible, and within forty-eight (48) hours at most upon discovery of a security breach.

If laws and / or regulations require this, user shall cooperate in informing the relevant supervising authority and / or those involved.

13. The duty to report shall comprise at least reporting the fact that there has been a breach of security. Apart from this, the duty to report as far as known by user shall include:
 - o The date on which the breach took place (if no exact date is known: the period in which the breach took place);
 - o The (alleged) cause of the breach;
 - o The date and the moment the breach became known to user or the third party or sub-processor enlisted by him;
 - o The number of persons whose data have been leaked (if no exact number is known: the minimum and maximum number of persons whose data have been breached);
 - o A description of the group of persons whose data have been breached, including the type or types of personal data that have been leaked;
 - o Whether the data were encrypted, hashed or made incomprehensible or inaccessible to unauthorised persons in any way;
 - o What the intended and / or performed measures are to close the breach and / or to limit the consequences of the leak;
 - o Contact information for the follow-up of the report.

23. DISPUTES

1. The court in the location of user is exclusively competent to be informed of disputes, unless the sub-district court is competent. Nonetheless, user shall be entitled to submit the dispute to the court competent according to the law.
2. Parties shall only appeal to the court after they have done their utmost to settle the dispute by mutual consent.

24. RENTAL CONDITIONS

1. All rented equipment shall remain the property of Indicium LLC.
2. During the whole rental period, principal shall be responsible for damage and / or missing rented equipment. If damage should occur or if the rented equipment is lost, the resulting damage shall be charged.
3. During events, festivals and other festivities the database shall be supplied by the principal. Indicium shall not be responsible for the correctness and integrity of the data.
4. During events, festivals and other festivities the principal shall provide air conditioning to keep the hired server at an appropriate temperature (ca. 20 degrees C).

25. APPLICABLE LAW

1. Dutch law shall apply to any agreement between user and principal.

26. MODIFICATION, EXPLANATION AND LOCATION OF THE TERMS AND CONDITIONS

1. In case of explanation of the content and meaning of these general terms and conditions the Dutch text shall be applicable.
2. The most recent deposited version or the version applicable at the time of the agreement shall be applicable at all times.