

GENERAL TERMS AND CONDITIONS

Of Cardo Production Heerhugowaard B.V., a company with limited liability under Dutch law, carrying out its activities under the name WebDoor, with its registered office in Heerhugowaard

Article 1: Definitions

1. Buyer/Client: the other party that enters into an Agreement with, or negotiates in the matter with the company with limited liability under Dutch law Cardo Production Heerhugowaard B.V. hereinafter: WebDoor, as well as the other party that requests for and is send a quote by WebDoor.
2. Agreement: the binding Agreement between WebDoor and the Buyer/Client, in whatever form, as well as the adjustment/adjustments and addition/additions to it and every order or further order that is placed pursuant to the Agreement.

Article 2: Application

1. These terms and conditions will apply to all offers and quotes made by WebDoor, as well as to all Agreements to be entered into by WebDoor and work resulting from this, including the delivery of goods and services, and excluding the general terms and conditions of the Buyer/Client.
2. Effecting an Agreement, as referred to in article 4 of these general terms and conditions, will imply that these conditions are accepted by the Buyer/Client. The Buyer/Client should therefore read and accept these terms before and/or during ordering.
3. Deviations from these terms must explicitly be agreed upon in writing and will only apply to the offers concerned and the Agreements for which it was stated that these deviations apply.
4. Even if WebDoor does not always require strict compliance with these terms, this will not imply that these terms and conditions are not applicable and/or that WebDoor will lose the right to require in future similar cases strict compliance with these terms and conditions.
5. The avoidance and/or annulment of any provision of these terms and conditions will not affect the validity of the other provisions of these terms and conditions. The conflicting, legally unenforceable provision will be deemed to be replaced by a provision which comes as close as possible to the intention and meaning of the original provision.

Article 3: Offers and quotes

1. Offers and quotes by WebDoor are at all times free of obligation, unless explicitly stated otherwise in writing, or unless an acceptance term is included.
2. If an offer or quote contains an offer free of obligation and is accepted by the Buyer/Client, WebDoor will have the right to revoke the offer within 3 days after receipt of acceptance. All WebDoor's offers and quotes can only be accepted by the Buyer/Client without deviations.
3. Verbally made offers and quotes cannot be binding, unless confirmed in writing by WebDoor afterwards.
4. All sizes, measures, numbers, weights, colours, designs, calculations, prices, rates and processing possibilities provided by WebDoor are made known with the greatest possible care; however, no guarantee is given by or because of WebDoor that deviations will not or cannot occur. In the unlikely event that deviations occur, these will not bind WebDoor in any case.
5. Should an offer or quote made by WebDoor not be accepted by the Buyer/Client, then WebDoor will have the right to charge the Buyer/Client for all costs that WebDoor has had to make in order to make its quote or offer. The Buyer/Client will be obliged and bound to pay these costs to WebDoor.

Article 4: Agreements

1. An Agreement will only be effected by the written confirmation and acceptance of WebDoor.
2. The text of a confirmation, as referred to under sub 1 of this article, will define the content of the Agreement.
3. If the Buyer/Client does not object against the text and contents of a confirmation, as referred to under sub 1 of this article, within 3 days after receipt, then the confirmation will be binding for the Buyer/Client.
4. Principally WebDoor will only enter into agreements with companies that are established in Europe. In the unlikely event that the Buyer/Client were to be a natural person, he will state at and with the effectuation of an Agreement and the application of these terms and conditions that he is acting while carrying out his profession or running his business.
5. Should 'Buyer/Client' stand for more than one person or legal entity, then all these will be jointly and severally liable for the performance of the Agreement. If the Agreement is entered into by a third party on behalf of the Buyer/Client, then this third party will warrant that the Buyer/Client has accepted these terms and conditions, and this third party will be bound by these terms and conditions as if he himself were the Buyer/Client in case of default.
6. WebDoor will be entitled to engage third parties to carry out the Agreement.
7. Except for the explicit written permission of WebDoor, the Buyer/Client will be prohibited from transferring any rights or obligations arising from the Agreement to third parties.
8. WebDoor will be entitled, for reasons of its own, to refuse wholly or partly a request to enter into an Agreement, or to suspend the performance of Agreements already in existence. This entitlement can be invoked, among other things, because of the content, the nature, the meaning or the form of such request, as well as because of technical objections, refusal to pay or to pay in advance, or a conflict of interest of the request with the interests of WebDoor or third parties including other Buyers/Clients.
9. The Buyer/Client will not be entitled to rely upon an Agreement, if it becomes obvious before or during the performance of the Agreement that the information regarding size, measures, weights and numbers, as provided by the Buyer/Client, are not correct or incomplete. In that case WebDoor will reserve the right to not perform the Agreement or not perform it any further. In that case WebDoor can never be bound to pay any compensation to the Buyer/Client, notwithstanding the right and the possibility of WebDoor to claim payment from the Buyer/Client for sustained damage, or the perform the Agreement at a later time for a higher price than agreed upon, which costs the Buyer/Client will be obliged to pay.

Article 5: Content, adjustment and cancellation of the Agreement

1. The Buyer/Client will bear the risk of misunderstandings regarding the content and performance of the Agreement, if these are caused by specifications or other communications from the Buyer/Client, or made by a person appointed for this matter by the Buyer/Client, or which were transferred by means of any technical means such as the telephone, fax machine, e-mail and similar transmission media, and which were not received, or not correctly, not timely or incompletely received by WebDoor.
2. The Buyer/Client cannot derive any rights from advice and information which it receives from WebDoor, if this information is not related directly to the Agreement.
3. Whole or partial amendment of the Agreement by the Buyer/Client will only be possible if WebDoor agrees to this in writing. Should a whole or partial amendment of the Agreement result in additional costs, then WebDoor will be entitled to charge the Buyer/Client for a compensation, insofar that in any case all additional costs will be passed on to the Buyer/Client. Additionally, the Buyer/Client will be fully liable towards third parties for the consequences of the amendment in the Agreement and will indemnify WebDoor in this matter.

4. Except for the explicit written permission of WebDoor, the Buyer/Client will not be entitled to cancel the Agreement wholly or partially.
5. WebDoor may attach the condition to the written permission as referred to in sub 4 that WebDoor is entitled to charge compensation to the Buyer/Client, which may include the losses and lost profit suffered by WebDoor, and which will include in any case costs made by WebDoor in the preparation, such as reserved production capacity, purchased materials, called-in services, and storage. In the event of whole or partial cancellation by the Buyer/Client, the Buyer/Client will additionally be fully liable to third parties for the consequences of the cancellation and Buyer/Client will indemnify WebDoor in this matter.
6. If, during the performance of the Agreement, it becomes obvious, such to the discretion of WebDoor, that for the benefit of a proper performance, the activities to be carried out should be amended, increased and/or decreased, then WebDoor will notify the Buyer/Client of this, after which the Agreement will be amended either wholly or partially. WebDoor can never be held to pay any kind of compensation to the Buyer/Client for damage as a consequence of such amendments.

Article 6: Prices and price changes

1. All prices given by WebDoor are in EURO and excluding turnover tax and other levies and increases imposed by the government, unless explicitly stated otherwise in writing.
2. The price as stated by WebDoor for performances to be delivered by WebDoor will apply only to the performances in accordance with the agreed specifications.
3. WebDoor will be entitled to pass on additional costs that are not explicitly included in the Agreement separately to the Buyer/Client, if these costs are necessary for the performance of the Agreement. Should this occur, then the Buyer/Client will be notified of this in writing as soon as possible.
4. Further WebDoor will be entitled to increase prices and rates which were agreed upon, among other things in the case of interim increases and/or surcharges on prices of goods, costs of materials, semi-finished products or services which are required for the performance of the Agreement, shipment costs, salaries or social premiums, depreciation of agreed currencies and all further government measures that lead to a price increase and of which as a consequence the cost price goes up. Should this occur, then the Buyer/Client will be notified of this in writing as soon as possible.
5. If, after entering into the Agreement, the prices for the realization of the Agreement are increased before WebDoor has fully performed its obligations arising from the Agreement, WebDoor will be entitled to adjust its prices accordingly and to alter the prices if and insofar 2 months have passed since the effectuation of the Agreement. Should this occur, then the Buyer/Client will be notified of this in writing as soon as possible.

Article 7: Payment

1. The amounts which are due in the context of the Agreement will be invoiced by means of an invoice. Payment must be made in EURO and within 14 days after invoice date, which is a strict term.
2. The Buyer/Client cannot invoke any right to discount, suspension or deduction. Compensation for the Buyer/Client will only be permitted if WebDoor has acknowledged the claim of the Buyer/Client in writing.
3. In the event that partial delivery is agreed, WebDoor will be entitled to, after delivery of the first part, request payment of not only this part, but also for the costs made for the entire delivery.
4. The Buyer/Client will, at all times and notwithstanding the agreed payment terms, be held to provide surety at the first request of WebDoor, for the payment of the amounts to be paid to WebDoor pursuant to the Agreement. The surety provided must be such that the claim and possible accrued interest and costs are properly covered and that WebDoor will be able to recover from the security provided without difficulty. A surety that has become insufficient at a later stage must be supplemented to a sufficient surety at WebDoor's first request. Additionally, the Buyer/Client will at all times and irrespective the agreed payment conditions, be held to pay an advance payment for the payment of the amounts due to WebDoor pursuant to the Agreement, in particular regarding possible costs relating to design, development and production, all this in the broadest sense of the words. In the case of non-performance the Buyer/Client will be in default without a written notice of default by WebDoor being required. In that event WebDoor will be entitled, notwithstanding the rights entitled to it by law, among other things, to suspend the performance of the Agreement until the Buyer/Client will have remedied this default.
5. Irrespective of the name given, payments are deemed to be made firstly for payment of due interests and costs and subsequently for payment of the oldest due invoice.
6. When the strict payment term is exceeded, the Buyer/Client will be in default by law and subsequently a contractual interest of 2% monthly (cumulatively) will be owed for the amount due, in which respect part of a month counts as a full month, notwithstanding the further rights that WebDoor can enforce against the Buyer/Client because of non-payment or overdue payment.
7. WebDoor will be entitled and authorized, when a situation of default occurs as referred to in sub 6 of this article, to suspend and discontinue the performance of the Agreement immediately, until the Buyer/Client has paid its due financial obligations fully.
8. If WebDoor is forced to refer a debt for collection, apart from its further claims for compensation, all costs relating to collection will be charged to the Buyer/Client, both judicial and extrajudicial costs, and the latter will be set at 15% of the amount to be claimed, with a minimum of € 750. Should WebDoor win its case in a legal procedure, all actual costs made by WebDoor in relation to this procedure will be charged to the Buyer/Client.

Article 8: Delivery times

1. The deadline as given by WebDoor will be an approximate deadline only and can never be regarded as a strict term.
2. The delivery time will only commence when parties have agreed about all commercial and technical details, when all necessary data are in WebDoor's possession, the agreed payments (wholly or partly) have been received and further all other conditions for performance of the Agreement have been met.
3. If different circumstances occur than the circumstances which were known to WebDoor when it determined the delivery time, WebDoor will be entitled and authorized to extend the given delivery time to the extent which is necessary to perform the Agreement under those circumstances. In the event that the required activities cannot be fit or can no longer be fit into WebDoor's planning, these activities will be carried out as soon as the planning allows for it.
4. If WebDoor has suspended the performance of the Agreement, then the given delivery time will be extended with the duration of the suspension.
5. The mere expiry of the delivery term will not lead to a default on WebDoor's part, not even when a strict delivery time was agreed upon in writing.
6. In the event that WebDoor does not deliver in time, the Buyer/Client must first serve WebDoor with a notification of default, whereby WebDoor must be given a reasonable term to perform, which term will never be shorter than 7 days. Within this term WebDoor can never be liable for compensation or be in default.

Article 9: Performance of the Agreement

1. WebDoor will be free to choose the manner in which it performs the Agreement, unless parties have made explicit agreements in writing in this context. All Agreements will be performed by WebDoor in a sequence to be determined by WebDoor.
2. WebDoor will not be held to deliver goods partially, however WebDoor has the right to perform the Agreement in partial deliveries. When partial delivery takes place, every delivery must be considered as a separate transaction.
3. During the performance of the Agreement the Buyer/Client is held to do all which is reasonably necessary or desirable to enable WebDoor to deliver timely.
4. If the Buyer/Client does not meet its obligations pursuant to the Agreement towards WebDoor, WebDoor will be entitled and authorized to suspend and discontinue the performance of the Agreement immediately, or to terminate, cancel or amend the Agreement partially or wholly. WebDoor can never be held liable to compensate the Buyer/Client for any damage as a consequence of such suspension, termination, cancellation, or amendment. The Buyer/Client however, will be held liable to compensate all damage arising from the delay resulting from the suspension, also towards third parties and the Buyer/Client will indemnify WebDoor in those matters. Additionally, in the event of termination, cancellation or amendment of the Agreement, WebDoor will have the right to charge the Buyer/Client, in addition to the costs already made by WebDoor for the performance of the Agreement, for a compensation for the damage, amounting to 50% of the invoice amount of the terminated, cancelled or amended part of the Agreement, notwithstanding WebDoor's right to a full compensation. Moreover, in that case the Buyer/Client will be fully liable towards third parties for the consequences of the termination, cancellation or amendment of the Agreement and the Buyer/Client will indemnify WebDoor in this matter.

Article 10: Transport, storage and risk

1. WebDoor will determine the manner of transport, shipment, packaging and the like at all times.
2. Delivery of goods to be delivered by WebDoor will take place at the address as indicated by the Buyer/Client. Any means of transport should be able to access and leave this address safely and via a road which is suitable for the means of transport. The Buyer/Client is held to receive the goods to be delivered by WebDoor immediately.
3. When the Buyer/Client accepts the goods delivered by WebDoor, this will be deemed evidence that the delivered goods are in good condition on the exterior and at that moment the risk will pass over to the Buyer/Client.
4. WebDoor will not be charged with the storage of the goods to be delivered, unless explicitly agreed upon otherwise in writing. If, for whatever reason, goods are held in storage, for example in the event that the Buyer/Client does not accept or cannot accept the goods to be delivered by WebDoor, this storage will at all times be at the account and risk of the Buyer/Client. In that case WebDoor will at all times be entitled to use its authority as referred to in article 90 of Book 6 of the Dutch Civil Code [Article 6:90 BW].
5. In the event of trading in of goods and if the Buyer/Client, while waiting for the new goods to be delivered by WebDoor, is using the goods to be traded in, the risk of the goods to be traded in will remain with the Buyer/Client until the moment that the Buyer/Client will have given these goods into the possession of WebDoor.

Article 11: Retention of title and pledge right

1. WebDoor will remain the owner of all goods delivered by it, as long as the Buyer/Client has not met all that he is held to, pursuant to the Agreement, in particular his obligation to pay, including interest and costs.
2. WebDoor will at all times have the right to repossess, or have repossessed the goods it delivered. The Buyer/Client will authorize WebDoor or third parties appointed to this end, to access the company premises and other buildings where the delivered goods are stored and/or placed and to do or not do that which is or can be beneficial to repossession of the delivered goods, all this subject to an immediately payable penalty without notice of default being required of €1000 per day that Buyer/Client is in default.
3. The goods delivered by WebDoor may only be resold by the Buyer/Client in the context of the normal operation of business.
4. The Buyer/Client will not be allowed to assert any rights to goods to which, pursuant to this article, retention of title applies, such as pledging of the goods or encumbering them with any other right. Additionally the Buyer/Client will be obliged and held to notify WebDoor immediately in writing if third parties wish to assert rights to goods to which, pursuant to this article, retention of title applies.
5. At the first request of WebDoor the Buyer/Client will undertake:
 - a. To insure and maintain insured or have insured and have maintained insured all goods to which pursuant to this article a retention of title applies, against damage caused by fire, explosion, or water, as well as against theft or loss and to provide WebDoor for inspection with the policies of the insurances concerned;
 - b. To pledge all claims to WebDoor that the Buyer/Client has towards insurance companies in relation to the goods delivered by WebDoor to which pursuant to this article a retention of title applies, in the manner prescribed in article 239 of Book 3 of the Dutch Civil Code [3:239BW];
 - c. To pledge any claims to WebDoor that the Buyer/Client acquires towards buyers during the resell of goods delivered by WebDoor and to which pursuant to this article a retention of title applies, in the manner prescribed in article 239 of Book 3 of the Dutch Civil Code [3:239BW];
 - d. To mark and specify the goods delivered by WebDoor to which pursuant to this article a retention of title applies, as such;
 - e. To cooperate in any other way with all reasonable measures that WebDoor wishes to take in order to protect and guarantee its ownership rights in relation to the goods delivered by WebDoor under retention of title.
6. If WebDoor cannot invoke its retention of title because the goods delivered by WebDoor are mixed, transformed or have become a constituent element of other goods, then the Buyer/Client is obliged to pledge or mortgage the newly formed goods to WebDoor.

Article 12: Claims

1. WebDoor will make every effort in order to ensure that the performances delivered by WebDoor, including the delivery of goods in particular, meet the demands which can reasonably be set.
2. The Buyer/Client will be obliged to inspect thoroughly the performances and goods delivered by WebDoor immediately after the performance of the Agreement for faults and defects and will, when such faults and defects are present, notify WebDoor immediately, but within 5 days latest after performance and delivery, in writing.
3. If the Buyer/Client does not point out to WebDoor the faults and defects, which could have been noted or should have been noted during a thorough inspection, within 5 days after the date of performance and delivery, then the Buyer/Client will be deemed to have agreed to the delivery condition of the aforementioned performances and he will forfeit the right to claim.
4. The Buyer/Client will be held to make notes on the shipment note in case of faults and defects noted by the Buyer/Client and further to specify the faults and defects noted by Buyer/Client accurately while submitting relevant evidence, including in any case provision of proper photographic material.
5. WebDoor must immediately be given the opportunity to assess the faults and defects noted by the Buyer/Client. If the faults and defects noted by the Buyer/Client are justified such to the discretion of WebDoor, then WebDoor will have the choice of either granting a fair compensation while observing that stipulated in article 13, or, after consultation with the Buyer/Client, providing a proper solution, such as repairing the faults and defects free of charge, in which case the Buyer/Client can never claim any replacing or additional compensation.

6. The performances delivered by WebDoor will count as sound if the Buyer/Client wholly or partly put into operational service, processed or processes that which was delivered, or delivered it to third parties, or had it put into operational service, had or has it processed or had it delivered to third parties, unless the Buyer/Client has observed that stipulated in this article.
7. If the term of 5 days, as referred to in sub 2 and 3 of this article, must be deemed unacceptably short according to the standards of reasonableness and fairness, even for a thorough and alert Buyer/Client, then this term will be extended until no later than the first moment that that assessment or notifying WebDoor respectively is possible for the Buyer/Client within reasonableness
8. The Buyer/Client will not be entitled to terminate the Agreement or to not meet, suspend or delay his obligations wholly or partially, if WebDoor remains in default with a rightful performance of its obligations arising from the Agreement, unless it is a case of gross negligence or wrongful act.

Article 13: Liability and damage

1. WebDoor will not accept any liability for damages suffered by Buyer/Client, unless this damage is the direct consequence of an attributable failure or a wrongful act by WebDoor, in which case WebDoor will only and solely be liable insofar this liability is covered by WebDoor's insurance and maximally for the amount that the insurance company will have paid.
2. If WebDoor's insurance company for whatever reason does not pay, or in the unlikely event that the damage is not covered by insurance, then in that case the liability will not exceed the invoice amount of the Agreement with a maximum amount of €5,000. WebDoor will not be obliged to pay any further compensation for losses and costs, under whatever name and of whatever nature, direct trading loss, including e.g. stagnation loss and loss of profit, damage to third party owned property, including among other things damage caused by or during the performance of the Agreement to goods on which work was being performed, or to goods which were in the vicinity of the place where work is being carried out, immaterial damages or resulting loss of the Buyer/Client included.
3. Further WebDoor will not be liable in the event of force majeure, as referred to in article 14 of these terms and conditions.
4. The restrictions included in this article will not apply if the damage is a result of an intentional act or gross negligence by WebDoor.
5. The Buyer/Client will indemnify WebDoor for all liabilities of third parties for product liability as a result of a fault in a product delivered by Buyer/Client to a third party which consisted wholly or partially of products and/or materials delivered by WebDoor.

Article 14: Force Majeure

1. Circumstances beyond control of and through no fault of WebDoor, either or not foreseeable at the time that the Agreement was entered into, which are of such nature that the performance of the Agreement reasonably can no longer be required from WebDoor, will apply as force majeure, regardless whether these circumstances are permanent or temporary, and will free WebDoor from its obligations to perform.
2. In this respect force majeure will mean in any case: war, civil commotion, natural disasters, storm damage, fire, earthquakes, floods, abnormal weather conditions, snow, snow fall, frost, floating ice, industrial actions, exclusion of or lack of staff, lack of auxiliary materials, lack of means of transport, traffic obstructions, theft of goods, breach of contract of third parties engaged by WebDoor, as well as all obstructions caused by governmental measures. This Force majeure article will also apply to Force majeure on the part of suppliers and distributors of WebDoor, as well as delivery problems in the case of so-called difficult to reach addresses.
3. In the case of Force majeure WebDoor will have the right to terminate the Agreement wholly or partially without court intervention, and without the Buyer/Client being able to claim compensation.

Article 15: Termination

1. If the Buyer/Client fails to perform his obligations pursuant to the Agreement, or if circumstances should occur as referred to in sub 2 of this article, then WebDoor will have the right to immediately terminate the Agreement early, without a notice of default being required. In that case the Buyer/Client will not be entitled to any compensation and the Buyer/Client will be held to pay WebDoor all losses, interest and costs which result from the early termination.
2. WebDoor will have, among other things, the right to terminate the Agreement early if the Buyer/Client fails to pay timely, or fails to meet other obligations under the Agreement, including these terms and conditions, or in the event that one of the following circumstances occurs, or if there is a risk that one of the following circumstances will occur:
 - a. Prejudgment attachment is imposed or executory attachment is levied on one or more of the assets of the Buyer/Client;
 - b. A winding-up petition is filed against the Buyer/Client;
 - c. The Buyer/Client is declared bankrupt;
 - d. The Buyer/Client is granted a moratorium, provisional or otherwise, or the Buyer/Client applied for such moratorium;
 - e. The Buyer/Client dies, is placed under guardianship and/or put into administration;
 - f. The company of the Buyer/Client is discontinued and/or terminated and/or liquidated and/or transferred to a third party;
 - g. WebDoor is declared bankrupt;
 - h. The Buyer/Client acts, or does not act in such way that the reputation of WebDoor or third parties including other Buyers/Clients, is seriously brought into disrepute;
 - i. The Buyer/Client no longer complies with rules or regulations set by or pursuant to the law;
 - j. The Buyer/Client reports payment arrears;
3. If WebDoor has already carried out activities for the purpose of performing the Agreement at the moment of termination, then this performance and relating payment obligations cannot be revoked.

Article 16: Industrial and intellectual property rights

1. The intellectual property rights, including in particular copy rights, of all goods and data, which were shown, provided and delivered to the Buyer/Client in the context of the Agreement, including but explicitly not restricted to quotes and offers, designs, pictures, drawings, instructions, brochures, models or test models, software et cetera provided and shown by WebDoor, will remain with WebDoor and are explicitly not transferred, regardless of whether costs were charged to the Buyer/Client for the manufacturing of these, unless explicitly agreed upon otherwise in writing.
2. The Buyer/Client will not be entitled or authorized to copy, multiply or make public in whatever manner, the goods and data that were shown, provided and delivered by WebDoor. The Buyer/Client will only be entitled and authorized to resell to third parties the goods that were sold and delivered to him by WebDoor, in the context of his normal business operations, provided that he does not alter and/or cause to deteriorate the condition of the goods.
3. The Buyer/Client will not be allowed to use logos, brands, trade names or other intellectual property of WebDoor in his communication with third parties, including advertisement and other promotional texts, without prior permission in writing.
4. In the case of violation of this article the Buyer/Client will forfeit to WebDoor for every violation a fine of €50,000, as well as a fine of €5,000 per day of part thereof that this violation continues, without a notice of default being required and without prejudice to the obligation to pay a full compensation to WebDoor in this matter, if this were to exceed aforementioned penal amounts.

Article 17: Applicable law and competent court

1. Agreements to which these terms and conditions apply and further Agreements resulting from these are exclusively governed by Dutch law.
2. All disputes arising from Agreements to which these terms and conditions apply or further Agreements which may result from these, will be settled exclusively by the competent Dutch court in Alkmaar.
3. These terms and conditions are, given the choice of court made in sub 1, originally drafted in the Dutch language; in the event of differences between the Dutch text of these terms and conditions and any translation thereof, the version in the Dutch language will prevail.

Article 18: Amendment and interpretation of the terms and conditions

1. These terms and conditions have been registered with the Chamber of Commerce and Industry for Alkmaar.
2. The Dutch text of the terms and conditions is always prevailing in the case of explanation of the content and purport of these terms and conditions.
3. These terms and conditions can be amended and adjusted. Possible future amendments and adjustments will also apply to agreements concluded before the date of amendment and adjustment, unless explicitly stated otherwise in writing.
4. Any amendment or adjustment will take effect 21 days after publication, unless stated otherwise upon the publication.