

Terms and conditions of delivery Pouchfabriek B.V.

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Article 1: Definitions

In these terms and conditions of delivery, the following definitions apply:

- a. **Client:**
the natural or legal person who has commissioned the supplier to manufacture or deliver goods, to provide services or to perform work;
- b. **Supplier:**
the natural or legal person who has accepted the assignment as referred to under a or has made an offer prior to a possible assignment, or has otherwise entered into an agreement with the client;
- c. **Agreement:**
any agreement between the supplier and the client with regard to the manufacture or delivery of goods, the provision of services or the performance of work;
- d. **Offer/offer:**
any offer by the supplier to enter into an agreement;
- e. **Information carriers:**
magnetic tapes and discs, optical discs and all other means intended for the recording, processing, transmission or reproduction or publication of texts, images or other data by means of equipment, all in the broadest sense of the word;
- f. **Personal data:**
personal data within the meaning of art. 4 paragraph 1 of the General Data Protection Regulation (UAVG and GDPR);
- g. **Processing/Processing of personal data:** processing within the meaning of Article 4 paragraph 2 of the General Data Protection Regulation (UAVG and GDPR).

Article 2: Applicability

1. These terms and conditions of delivery apply to the conclusion, content and fulfilment of all agreements concluded between the supplier and the client, or offers, acceptances, order confirmations and other (legal) acts of the supplier, whether or not in electronic form.
2. If these terms and conditions of delivery have been applicable to any agreement, they will automatically apply – without this having to be agreed separately between the parties – to any agreement concluded between the parties subsequently, unless the agreement in question has been expressly agreed otherwise in writing between the parties.
If any provision of these terms and conditions of delivery is null and void or is voided, all other provisions will remain in full force and effect. To replace the null and void or voided provisions, new conditions will be made between the parties that are legally valid but as close as possible to the original purport.
3. Insofar as an agreement deviates from one or more provisions of these terms and conditions of delivery, the provisions of the agreement will prevail. In that case, the other provisions of these terms and conditions of delivery will continue to apply to the agreement in full.
4. If translations of these terms and conditions of delivery have been issued, the version in the Dutch language will prevail over the version(s) in another language.

Article 3: Offers

1. The mere submission of an offer, whether or not with an indicated quotation, budget, pre-calculation or similar communication, does not oblige the supplier to conclude an agreement with the client.
2. Offers from the supplier are always without obligation and can only be accepted without deviation by means of a written notification, whether or not made electronically. In any event, an offer shall be deemed to have been rejected if it is not accepted within one month, unless the offer specifies a different period for acceptance.
Obvious mistakes or errors in the supplier's offer do not bind the supplier.
4. An offer accepted by the Client within the period of validity may be revoked by the Supplier within 7 days of the date of receipt of the acceptance by the Client, without this leading to any obligation on the part of the Supplier to compensate any damage suffered by the Client as a result.
5. If the Client provides the Supplier with data, information, drawings and the like with a view to making an offer, the Supplier may assume that this is correct and will base its offer on this. The Client indemnifies the Supplier against any claims by third parties with regard to the use of data, information, drawings and the like provided by or on behalf of the Client.

Article 4: Conclusion of agreements and cancellation

1. With due observance of the other provisions of these terms and conditions of delivery, an agreement is only concluded:
 - a) by acceptance by the client of an offer;
 - b) by written confirmation of an assignment given by the client (orally or in writing) other than on the basis of an offer;
 - c) because the supplier is actually carrying out an assignment from the client.
2. The Agreement replaces and replaces all prior proposals, correspondence, understandings, or other communications between the parties that occurred prior to entering into the Agreement, however different or conflicting with the Agreement.
Changes to and/or additions to the agreement will only apply after written acceptance by the supplier. The supplier is not obliged to accept changes and/or additions to an agreement and is entitled to demand that a separate agreement be entered into. The supplier is entitled to charge the client for any costs relating to the amendments and/or additions to the agreement.
4. Commitments by and agreements with subordinates or representatives of the supplier shall bind the supplier

only vis-à-vis the Client if and insofar as these commitments and/or agreements have been ratified or confirmed in writing by the Supplier to the Client.

5. The Client is entitled to cancel an agreement before the supplier has started the execution of the agreement, provided that he compensates the supplier for the damage caused to him as a result. This damage includes the losses and loss of profit suffered by the supplier and in any case the costs that the supplier has already incurred in preparation for the contract to be performed, including but not limited to those of reserved production capacity, purchased materials, services used and storage.

Article 5: Price

1. Prices stated in an offer or agreement are in Euros and are – unless explicitly stated otherwise – exclusive of costs for packaging, transport and other costs of shipping, import documents, (transport) insurance(s), travel time, travel costs and accommodation costs and also exclusive of turnover tax and/or other levies imposed by the government, of whatever nature.
2. The price quoted by the supplier for the service to be performed by him applies only to the service in accordance with the agreed specifications.
3. In the case of composite offers, there is no obligation to deliver part of the total service at the amount stated for that part in the offer or at a proportional part of the price quoted for the whole.

Article 6: Price changes

1. The supplier is entitled to increase the agreed price if one or more of the following circumstances occur after the conclusion of the agreement: increase in the cost of materials, semi-finished products or services necessary for the performance of the agreement, increase in shipping costs, in wages, in employer's social security contributions, in the costs involved in other working conditions, the introduction of new and an increase in existing government taxes on raw materials, energy or residues, a significant change in currency relations or, in general, comparable circumstances.
2. Extra-laborious text, unclear copy, unclear sketches, drawings or models, inadequate information carriers, inadequate computer software or data files, inadequate manner of delivery of the materials or products to be supplied by the client and all similar deliveries by the client that require the supplier to perform more work or costs than it could reasonably have done when entering into the agreement are grounds for increasing the agreed price. Extraordinary or reasonably unforeseeable processing difficulties arising from the nature of the materials and products to be processed are also grounds for increasing the agreed price. The supplier is entitled to increase the agreed price if the client makes changes to the originally agreed specifications, including author's corrections or amended instructions after receipt of working drawings, models and typesetting, printing and other proofs. The supplier will cooperate with these changes within the limits of reasonableness, provided that the content of the performance to be performed by him does not differ substantially from the originally agreed performance.

Article 7: Payment term

1. Payment is made in advance. Unless otherwise agreed, the Client must pay the price and the other amounts due under the agreement within 30 days of the invoice date, without being able to invoke any discount, set-off or suspension. However, payment must be made in the manner indicated by the Supplier if the Client is a natural person who is not acting in the exercise of a profession or business. If payment is not made on time, the Client is in default without notice of default being required by the supplier.
2. In the event of an agreed delivery in instalments, after delivery of the first instalment, the supplier is entitled, in addition to the payment of this instalment, to also demand payment of the costs incurred for the entire delivery, such as those of typesetting, lithographs and proofs.
3. The Client is at all times and regardless of the agreed payment conditions, obliged to make full or partial advance payment and/or to provide security for the payment of the amounts to be paid to the Supplier under the agreement at the first request of the Supplier. The security offered will have to be such that the claim with any interest and costs on it is properly covered and that the supplier will be able to recover it without difficulty. Any security that later becomes insufficient will have to be supplemented at the first request of the supplier to a sufficient security. If and as long as the Client fails to make the full or partial advance payment and/or security required by the Supplier, the Supplier is entitled to suspend its obligation to deliver.
4. If the Client does not pay on time as referred to in paragraph 1 of this article, it will owe the statutory commercial interest, or, if applicable, the statutory interest on this amount, on account of the delay in payment of the amount owed by it, from the 31st day after the invoice date. The supplier is entitled to charge a twelfth of this interest for each month or part of a month in which the contracting authority has not fully fulfilled its obligation to pay
5. In the event of late payment as referred to in paragraph 1 of this article, the client is obliged to pay full compensation for both extrajudicial and judicial collection costs, including the costs for lawyers, bailiffs and collection agencies, in addition to the amount due and the interest accrued on it. The extrajudicial costs are set at a minimum of 15% of the principal sum with interest, with a minimum of € 100.00, without prejudice to the supplier's authority to claim the actual extrajudicial costs if they are higher. If the client is a consumer, the supplier is entitled to an amount equal to the maximum legally permitted compensation for extrajudicial collection costs, as stipulated in and calculated in accordance with the Extrajudicial Collection Costs Compensation Decree, insofar as the outstanding amount – after the default has occurred – has not yet been returned after a reminder within fourteen days from the day after the day of the reminder by the client-consumer.

6. If the client is in default with the payment of any invoice as referred to in paragraph 1 of this article, all other outstanding invoices will also be immediately due and payable, without any further notice of default being required.
7. Payments made by the client are intended to settle costs due, interest and subsequently due invoices that have been outstanding for the longest time, even if the client states in the payment that the payment relates to another invoice. Without prejudice to provisions of mandatory law, the Client shall not be entitled to suspend its payment obligations towards the Supplier and/or to set off against the Supplier's payment obligations towards the Client.
6. The supplier is entitled to set off all claims against the client against any debt that the supplier may have to the client, or to (legal) persons affiliated with the client.
7. All claims of the supplier against the client are immediately due and payable in the following cases:
 - a) if, after the conclusion of the agreement, the supplier becomes aware of circumstances that give him good reason to fear that the client will not meet his obligations, this is entirely at the discretion of the supplier;
 - b) if the supplier has asked the client to provide security for the performance as referred to in paragraph 3 of this article and this security is not provided or is insufficient;
 - c) in the event of an application for bankruptcy or suspension of payments of the client, liquidation or death or bankruptcy of the client or – insofar as the client is a natural person – the application of the Natural Persons Debt Restructuring Act (WSNP) to the client.

Article 8: Method of delivery; retention of title

1. Unless otherwise agreed, delivery shall take place at the place where the supplier carries on his business. Digital deliveries will take place to the e-mail address provided by the Client for this purpose, or (at the risk of the Client) by uploading to an external server, or by making available on the server of (an auxiliary person of) the supplier.
2. The supplier is not obliged to deliver the (manufactured) goods and/or services to be delivered in parts.
3. The Client is obliged to cooperate fully with the delivery of the goods or services to be delivered by the supplier pursuant to the agreement. The Client will also be in default without having been reminded to do so if it does not collect the goods to be delivered from the supplier after the supplier's first request or, if applicable, refuses to take delivery of the goods to be delivered.
4. Any delivery of goods by the supplier to the client shall be subject to the ownership thereof until the client has paid all that he is obliged to do under any agreement, including interest and costs. Until that time, the Client is obliged to keep the goods delivered by the supplier separate from other goods and clearly identified as the property of the supplier and to insure and keep them properly insured.
5. In the event of delivery of goods to the client in a territory other than the Netherlands, then in addition to the retention of title referred to in paragraph 4 above, retention of title under Dutch law also applies to the goods in question – if and as soon as they are located in the territory of the country in question – in addition to the retention of title referred to in paragraph 4 above. on the understanding that the rest of the agreement is exclusively governed by Dutch law.
6. As long as there is a retention of title on the delivered goods, the client may not encumber or dispose of them outside his normal business operations.
7. After the supplier has invoked his retention of title, he may retrieve the delivered goods. The client allows the supplier to enter the place where the goods are located.
If the transport of the goods to be delivered has been agreed, this will be at the expense of the client. The costs related to the transport will in any case include export and import duties, customs clearance costs, taxes and any other government charges of any kind associated with the transport and delivery of the goods by the supplier. Unless otherwise agreed in writing between the parties.
9. The risk for the goods to be delivered to the client is transferred to the supplier ex warehouse or the warehouse of a third party engaged by the supplier, unless explicitly agreed otherwise in the agreement. All items are transported at all times at the risk of the client. Unless the Client requests the Supplier in a timely manner to insure the goods during transport at the expense of the Client (and/or otherwise provided for in the agreement), the Goods will be transported uninsured by or on behalf of the Supplier.
Transport also includes the transmission of data by any technical means.
10. The supplier has fulfilled its obligation to deliver by making the goods available to the client at the agreed time in its warehouse, or in the warehouse of a third party engaged by the supplier. The delivery document and/or accompanying attachments of the carrier signed by or on behalf of the client provides full proof of the delivery by the supplier of the items specified in the delivery document and/or associated annexes.
The acceptance of goods from the supplier by the carrier counts as proof that they were in outwardly good condition, unless the consignment note or receipt shows otherwise.
11. The supplier is not obliged to store the goods to be delivered, unless the parties agree otherwise in writing. If the Client refuses to accept the goods offered for delivery or made available, the supplier will store the goods in question for 14 days after the date of the offer at a location to be determined by him. After the expiry of this period, the supplier is no longer obliged to keep the goods ordered by the client available to the client and is entitled to sell the goods to a third party or otherwise dispose of them. The client nevertheless remains obliged to fulfil the agreement by taking delivery of the goods in question at the supplier's first request at the agreed price, while the client is also obliged to compensate the supplier for the damage resulting from the client's previous refusal to take delivery of the goods in question, including storage and transport costs.

Article 9: Term of delivery

1. A delivery period specified by the supplier is only indicative, unless it is expressly stated in writing and that it is a final period. The supplier is only in default, even in the event of an agreed deadline, after the client has given him written notice of default. Exceeding the agreed term of delivery does not under any circumstances entitle the supplier to no right to compensation, unless the exceeding of the reasonable period set at the time of the notice of default is the result of intent or gross negligence on the part of the supplier.
2. The supplier's obligation to an agreed deadline for delivery lapses if the client wishes to change the specifications of the work, the goods or the product or the service or fails to comply with the provisions of paragraph 1 of Article 11 of these terms and conditions, unless the minor importance of the change or the slight delay does not affect the does not reasonably necessitate a change in the deployment of production capacity initially planned by it in time.
3. In the performance of the agreement by the supplier, the client is obliged to do everything that is reasonably necessary or desirable to enable the supplier to deliver on time, in particular by answering the supplier's questions without delay, by preventing defective supplies as referred to in paragraph 2 of Article 6 and by observing the provisions of paragraph 1 of Article 11 and paragraphs 1 and 2 of Article 17 of these terms and conditions of delivery.
4. In the event of non-compliance by the Client with the provisions of the previous paragraph of this article and the provisions of paragraph 3 of article 7, an agreed deadline for delivery is no longer binding and the client is in default without the need for written notice of default by the supplier. The supplier is then, without prejudice to the rights to which he is entitled under the law, to suspend the performance of the agreement until the client has remedied this default. After that, the supplier will still execute the agreement within a reasonable period of time.
5. Even if the supplier suspends the obligations due to a shortcoming on the part of the client other than that referred to in paragraph 3 above, the period of delivery will be extended by the duration of the suspension.

Article 10: Examination upon delivery

1. The client is obliged to investigate with due diligence after delivery whether the supplier has properly complied with the agreement and is also obliged to inform the supplier immediately in writing, whether or not by digital means, as soon as it appears to the contrary. The client must make this investigation and the relevant notification within 7 days of delivery at the latest.
2. The supplier is always entitled to substitute a new sound performance in place of a previous defective performance, unless the default cannot be remedied.
3. The performance of the agreement is considered to be proper between the parties if the client has failed to carry out the investigation or notification referred to in paragraph 1 of this article in a timely manner.
4. If the period of 14 days referred to in the first paragraph of this article must be regarded as unacceptably short according to standards of reasonableness and fairness, even for a diligent and alert client, this period will be extended to the latest at the latest when the investigation or notification of the supplier is reasonably possible for the client.
5. The supplier's performance is in any case considered to be sound between the parties if the client has put into use, processed or processed the delivered goods or part of the delivered goods, has delivered them to third parties or has had them put into use, has had them processed or processed or has had them delivered to third parties.
6. Without prejudice to mandatory provisions, complaints of any kind with regard to the performance by the supplier of the agreement or the proper fulfilment thereof by the supplier do not suspend the payment obligation of the client. Complaints of any kind can only be brought to the attention of the supplier in writing.
7. Without prejudice to mandatory provisions, the Supplier shall not be subject to any obligation with regard to a claim made if the Client has not fulfilled all its obligations to the Supplier (both financial and otherwise) in a timely and complete manner.
8. A claim regarding goods and/or activities or services provided by the supplier cannot affect goods and/or activities or services previously delivered or to be delivered, even if these goods and/or activities or services have been or will be provided in execution of the same agreement.
9. If items are missing at the time of delivery, the client must report this to the supplier in writing within 7 days of delivery. In the event of a report after this period has expired, the missing items will not be credited to the client, nor will the items be delivered to the client free of charge.

Article 11: Typesetting, printing or other proofs

1. The Client is obliged to carefully examine the typesetting, printing or other proofs received by him from the supplier, whether or not at his request, for errors and defects and to return them to the supplier with due diligence, corrected or approved.
2. Approval of the tests by the contracting authority shall be deemed to constitute recognition that the supplier has correctly carried out the work prior to the tests.
3. The supplier is not liable for deviations, errors and defects that have gone unnoticed in proofs approved or corrected by the client.
4. Any proof made at the request of the client shall be charged in addition to the agreed price, unless it has been expressly agreed that the cost of such proofs is included in the price.

Article 12: Derogations

1. Deviations between the work or goods delivered/manufactured or the work/services performed on the one hand and the original design, drawing, copy or model or the typesetting, printing or other proof on the other, cannot constitute a reason for rejection, discount, dissolution of the agreement or damages, if they are of minor importance.
2. When assessing whether or not deviations in the total of the work(s/goods/services supplied/manufactured) should be regarded as minor, a representative sample shall be taken into account, unless it concerns individually determined goods/activities/services.
3. Deviations that, taking all circumstances into account, have no or a minor influence on the use value of the work or the goods/services supplied/manufactured or the work/services performed, are always considered to be deviations of minor importance.
4. The Client takes into account the fact that the colours of printed products and layout files, as shown in (digitally) produced proofs or as shown on a screen, will differ to a certain extent from the colour of the printed matter after production. Such deviations cannot constitute a reason for rejection, discount, dissolution of the agreement or compensation.

Article 13: Intellectual property etc.

1. The Client guarantees the Supplier that the Client is entitled to all goods received from or on behalf of the Client in the context of the agreement in any form whatsoever, such as copy, typesetting, models, drawings, photographs, images, lithographs, films, videos, information carriers, software, data, source codes, etc. object codes, samples, designs, sketches, processes, procedures, reports, articles, correspondence, documents, etc., and no infringement is made of (intellectual property) rights of third parties, including the rights that third parties can assert on the basis of an agreement or applicable laws and regulations. The Client indemnifies the Supplier, both in and out of court, against all claims that third parties may assert on the basis thereof.
2. If the supplier reasonably doubts whether the client is entitled as referred to in paragraph 1 of this article, the supplier is entitled to suspend the performance of the agreement until such time as it is unequivocally established that the client is the entitled party. After that, the supplier will still execute the agreement within a reasonable period of time.
3. Unless expressly agreed otherwise in writing, the supplier is always the owner of the intellectual property rights that arise on the goods, services provided and work performed by him in the performance of the agreement.
4. The goods supplied by the supplier in the context of the agreement, such as copy, typesetting, design drawings, models, working and detailed drawings, information carriers, software, websites, data files, equipment, photographic recordings, lithographs, films and similar production and tools, as well as any of the essential part of that design, may not be reproduced in the context of any production process without the supplier's written consent, even if or insofar as the design does not provide copyright or other legal protection for the supplier in this respect.
5. After delivery by the supplier, the client acquires the non-exclusive, non-transferable right to use the goods manufactured, services provided and work performed by the supplier under the agreement, under the suspensive condition that the client has fully fulfilled its financial obligations under the agreement. This right of use is limited to the right of normal use of the delivered goods in the context of the operation of the Client's business and the Client will not reproduce or publish these goods in any other way without the prior written consent of the supplier.
6. The right granted to the Client on the basis of this article does not affect the right or the ability of the Supplier to use and/or exploit the underlying components, general principles, ideas, designs, algorithms, documentation, programming languages, protocols, standards, know-how and the like, without any restrictions, for other purposes. Nor is the right of the supplier to carry out developments that are similar and/or derived from those that have been or will be carried out for the benefit of the client is not affected.
7. Even if the agreement does not expressly provide for this, the supplier is always permitted to install technical measures to protect equipment, databases, websites, software made available , software to which the Client is given access.

Article 14: Ownership of means of production etc.

1. All goods manufactured by the supplier, such as means of production, semi-finished products and auxiliaries, and in particular typesetting, design drawings, models, working and detail drawings, information carriers, computer software, data files, photographic recordings, lithographs, clichés, films, micro and macro montages, printing plates, screen printing moulds, rotogravure cylinders, types, punching knives and moulds, (foil) embossing moulds, stamp plates and peripheral equipment, shall remain the property of the supplier. supplier, even if they are mentioned as a separate item in the offer or on the invoice.
2. The supplier shall not be obliged to hand over the goods referred to in paragraph 1 to the contracting authority or to transfer them to him in any other way .
3. The supplier is not obliged to keep the goods referred to in the first paragraph of this article for the client.

Article 15: Materials, products, specifications and information supplied by the client

1. If the Client has agreed with the supplier that the Client will supply material, (electronic) data or products for printing or processing, he must ensure that this delivery is made in a manner that is considered timely and sound for the purpose of normal planned production. The Client will receive instructions from the supplier to this end.
2. In addition to the material or products required for the agreed performance, the client is also required to submit a reasonable quantity for tests for the processing in question etc. The client will receive the supplier's statement for this purpose. The client guarantees that the supplier will receive a sufficient quantity. The acknowledgement of receipt of the material or products by the supplier does not constitute an acknowledgement that a sufficient quantity or the quantity indicated on the transport documents has been received.
3. The Client shall bear the risk of misunderstandings with regard to the content and execution of the agreement if these are caused by specifications or other communications that have not been received by the Supplier, or have not received them correctly, not in time or incompletely, or have been made orally or by a person designated by the Client for this purpose or have been conveyed by means of any technical means such as the telephone, fax or e-mail.
4. The supplier is not obliged to examine the suitability of the goods received from the client prior to printing or processing.
5. The supplier cannot be held liable for failure to comply with the agreement if this is caused by extraordinary or reasonably unforeseeable processing difficulties for the supplier arising from the nature of the materials, (electronic) data or products supplied by the client, nor if this is a result of deviations between the initial sample or example shown to the supplier and the materials, (electronic) data or products subsequently supplied by the client.
6. The supplier does not guarantee properties such as durability, adhesion, gloss, colour, light or colour fastness or wear resistance if the client has not specified the properties and nature of the materials or products supplied by it at the latest at the time of entering into the agreement and/or has not provided adequate information about the pre-treatments and/or surface treatments used.
7. Unless expressly agreed otherwise, the supplier cannot be held liable for detachment, adhesion, staining, changing gloss or colour, nor for damaging materials and products received by him from the client and to be printed or processed by him if they have undergone a pre-treatment such as by applying lacquer, varnish or anti-blemish powder.
8. The Client is obliged to inform the supplier in writing in advance of any special difficulties or health risks during the printing or processing of the materials and products supplied by him.
9. The supplier is entitled to dispose of the residues such as cutting waste, etc., of the materials and products supplied by the client as if they were his property. At the request of the supplier, the client is obliged to collect the unused materials and products as well as the aforementioned residues from the supplier within the period to be set by the supplier.

Article 16: Overpower

1. Shortcomings of the supplier in the performance of the contract cannot be attributed to him if they are not due to his fault, nor are they for his account under the law, the contract or generally accepted practice (force majeure).
2. Force majeure as referred to in paragraph 1 of this article is in any case – and therefore not exclusively – understood to mean a shortcoming as a result of war, mobilisation, disturbances, flooding, closed shipping, other traffic blockages, stagnation in, or limitation or cessation of supply by public utilities, lack of gas, petroleum products or other means of energy generation, fire, machinery breakdown and other accidents, excessive absenteeism of personnel, strikes, lockouts, trade union actions, export restrictions, other government measures, non-delivery of necessary materials and semi-finished products by third parties, sabotage, intent or gross negligence of auxiliary persons and other similar circumstances.
3. In the event of force majeure, the supplier has the choice of either suspending the performance of the agreement until the force majeure situation has ceased to exist, or of dissolving the agreement in whole or in part, whether or not after initially opting for suspension. In both cases, the client is not entitled to any compensation. If the period in which the fulfilment of the obligations by the supplier is impossible due to force majeure lasts longer than thirty (30) days, the Client is also entitled to partially (for the future) dissolve the agreement, on the understanding that the Supplier is entitled to send an invoice for the goods already delivered or work/services performed in accordance with paragraph 4 of this article. In the event of partial dissolution, there is no obligation to compensate the (possible) damage.
4. If the supplier has already partially fulfilled his obligations at the time of the occurrence of the force majeure or can only partially meet his obligations, he is entitled to invoice that part separately and the client is obliged to pay this invoice as if it were a separate agreement.

Article 17: Liability

1. The supplier is not liable for damage suffered by the client and that is the result of a shortcoming in the fulfilment of the agreement attributable to the supplier. However, only damage for which the supplier is insured and only up to the amount paid out by the insurer is eligible for compensation. The fee is never higher than the amount invoiced by the supplier.
2. The following are not eligible for reimbursement:
 - a) pecuniary loss, such as - but not limited to - trading loss, consequential loss, loss of delay, loss of profit, loss of turnover, missed savings, reduced goodwill, reputational damage, damage relating to costs in connection with interruption or standstill of (part of) the client's business and/or other indirect damage;
 - b) damage caused by acts or omissions of the Client and/or third parties in violation of instructions provided by the supplier or in violation of the agreement and/or these terms and conditions of delivery;
 - c) damage as a direct result of incorrect, incomplete and/or inadequate information provided to the supplier by or on behalf of the Client;
 - d) damage as a result of or in connection with cybercrime committed against the supplier (computer crime) or cybercrime of which the supplier has become a victim, if the supplier is liable for this damage, which damage includes, but is not limited to, damage as a result of or in connection with: intrusion into an automated work (computer trespassing) (Article 138ab of the Criminal Code), obstructing access to or use of an automated work (Article 138b of the Criminal Code), destroying, damaging or making unusable any automated work or any work for telecommunications, causing a disturbance in the course or operation of such work or foiling a safety measure taken in respect of such work (Articles 161sexies and 161septies of the Criminal Code), as well as the unlawful alteration, deletion, rendering unusable or inaccessible of data or adding other data to it and/or making available or disseminating data intended to cause damage in an automated work (by multiplying oneself (computer viruses) (Article 350a of the Criminal Code).
3. The supplier is also not liable for damage to materials or products received by him from the client and to be printed, processed or processed by the supplier, if the client has not provided the supplier with a statement of the properties and nature of these materials or products at the latest when entering into the agreement and has provided proper information about the pre-treatments and surface treatments used.

Article 18: Security

1. If the Supplier is obliged under the agreement to provide a form of information security, that security will comply with the specifications regarding security agreed in writing between the parties. The Supplier does not guarantee that the information security is effective under all circumstances. If an explicitly described method of security is missing from the agreement, the security will meet a level that is not unreasonable, given the state of the art, the sensitivity of the data and the costs associated with ensuring security.
2. The access or identification codes and certificates provided to the Client by or on behalf of the Supplier are confidential and will be treated as such by the Client and will only be made known to authorised personnel from the Client's own organisation. Supplier is entitled to change assigned access or identification codes and certificates.
3. Client shall adequately secure its systems and infrastructure, update it in a timely manner and have anti-virus software in operation at all times.

Article 19: Processing of personal data

1. If the Supplier processes or has processed personal data (as referred to in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the 'GDPR')), the Supplier will comply with the applicable laws and regulations with regard to the processing of this data, including but not limited to the GDPR. In that case, the supplier is regarded as a processor within the meaning of the GDPR and as such will comply with its obligations arising from the GDPR. In that case, a processing agreement within the meaning of the GDPR will be concluded between the supplier and the client, in which the agreements between the parties will be recorded.
2. With regard to the processing of the personal data referred to in paragraph 1 of this article, the Client is obliged to comply with the applicable laws and regulations, including but not limited to the GDPR. In that case, the client is regarded as a controller and/or processor within the meaning of the GDPR. The Client is fully responsible and liable for the fulfilment of its obligations arising from the aforementioned laws and regulations, including but not limited to the GDPR, in its capacity as controller and/or processor.
3. In the event of processing of the personal data referred to in paragraph 1 of this article, the client guarantees that the processing of personal data is not unlawful and does not infringe the rights of the data subjects concerned. The Client indemnifies the Supplier against any claims by data subjects or third parties as a result of the Client's failure to comply with the applicable laws and regulations, including but not limited to the GDPR. The supplier is only liable for the damage caused by the processing of the personal data carried out by the supplier if the obligations under the GDPR specifically addressed to the supplier as processor have not been fulfilled during the processing or if the client's legitimate instructions have been acted upon or violated in accordance with the legitimate instructions of the client.

Article 20: Confidentiality

1. Both parties are obliged to maintain the confidentiality of all confidential information that they have obtained from each other or from other sources in the context of the agreement. Information is considered confidential if it has been communicated by a party or if this arises from the nature of the information.
2. If, on the basis of a statutory provision or a court decision, the supplier is obliged to provide confidential information to third parties designated by law or the competent court, and the supplier cannot invoke a right of non-disclosure recognized or permitted by law or by the competent court, the supplier is not obliged to pay compensation or indemnification and the client is not entitled to dissolve the agreement, without prejudice to provisions of mandatory law.

Article 21: Dissolution

1. In the event that the Client fails to fulfil one or part of its obligations under the Agreement, or fails to do so in part, the Client shall be in default by operation of law and the Supplier shall be entitled to unilaterally dissolve the Agreement, in whole or in part, without further notice of default and without judicial intervention, by means of a written notification to the Client and/or to suspend its obligations under the Agreement, without the supplier being obliged to pay any compensation and without prejudice to any rights to which the supplier is entitled, including the right to full compensation. All claims that the supplier may have against the client in these cases (including, but not limited to, amounts invoiced by the supplier before the termination of the agreement in connection with what he has already properly performed or delivered for the performance of the agreement) or obtain, shall be immediately and fully due and payable.

2. In the case of:

- (the application for) bankruptcy of the client, (the request for) suspension of payments of the client, insofar as the client is a natural person: the application of the Natural Persons Debt Restructuring Act (WSNP) or his death; or
- attachment of a substantial part of the client's assets or the situation in which the client is no longer to be deemed to be able to fulfil the obligations under the agreement; or
- cessation, liquidation or acquisition, in whole or in part, direct or indirect change of control or any comparable situation of the principal's business; or
- cessation of the client's business;

the Client is in default by operation of law and the Supplier has the right to unilaterally dissolve the agreement in whole or in part by means of a written notification without further notice of default and without judicial intervention, without the Supplier being obliged to pay any compensation and without prejudice to its further rights, including the Supplier's right to full compensation.

3. In the event that the Client has irrevocably become bankrupt, the right to use the software, websites and the like made available, as well as the use of the services of the Supplier, will terminate without the need for an act of termination, insofar as applicable.

Article 22: Applicable law

1. The agreement between the supplier and the client is governed by Dutch law.
2. The Dutch court has jurisdiction to hear all disputes arising from or related to the performance of the agreement between the supplier and the client. The competent court is the court of the district to which the supplier belongs, unless the client is a consumer and opts for the settlement of the dispute by the competent court according to the law within one month after the supplier has invoked this clause in writing against the client.