

General Conditions Storage Arie Bestebreur & SDK BV

Private company Arie Bestebreur & SDK (in the following: Arie Bestebreur & SDK) is registered with the Chamber of Commerce under number 92465951 and is established at Oosterwijzend 56 (1616LD) in Hoogkarspel.

Contents

Page 2	Art.1 – Definitions
	Art.2 – Applicability
Page 3	Art.3 – The Offer
	Art.4 – Adoption of the agreement
Page 4	Art.5 – Duration of the agreement
	Art.6 – Implementation of storage
Page 5	Art.7 – Special implementation of storage
Page 6	Art.8 – Rejection of storage
	Art.9 – Obligation depositor
Page 7	Art.10 – Obligations Arie Bestebreur & SDK Events
	Art.11 – Restitution
Page 8	Art.12 – Additional activities and modifications
	Art.13 – Storage fee
Page 9	Art.14 – Collection policy and security
	Art.15 – Privacy, data processing, and security
Page 10	Art.16 – Suspension and rescission
	Art.17 – Force majeure
Page 11	Art.18 – Limitation of liability
Page 12	Art.19 – Confidentiality
Page 13	Art.20 – Indemnification and accuracy of information
	Art.21 – Complaints
Page 14	Art.22 – Applicability

Article 1 – Definitions

1. In these general conditions, the terms below are used in the following meaning, unless expressly stated otherwise.
2. **Offer:** Every offer or quotation to Depositor for the storage of matters by Depositary.
3. **Depositary:** The Depositary who professionally stores matters, in the following: Arie Bestebreur & SDK.
4. **Company:** The natural or legal person acting from the exercise of a profession or company.
5. **(Storage) Agreement:** The Agreement whereby Arie Bestebreur & SDK commits itself towards Depositor to keep a matter that Depositor entrusts or will entrust them with and to give it back, of which these general conditions are an integral part.
6. **Consumer:** The natural person not acting from the exercise of a profession or business.
7. **Services:** The storing of matters that belong to Depositor.
8. **Depositor:** The Consumer or the Company who has appointed Arie Bestebreur & SDK to store matters that belong to him.

Article 2 – Applicability

1. These general conditions are applicable to every Offer of Arie Bestebreur & SDK, each Agreement between Arie Bestebreur & SDK and Depositor, and to every service that is offered by Arie Bestebreur & SDK.
2. Before an Agreement is concluded, Depositor is provided with these general conditions. If this is not reasonably possible, Arie Bestebreur & SDK will indicate to Depositor in what manner Depositor can peruse the general conditions.
3. Derogation from these general conditions is not possible. In exceptional cases, the general conditions can be deviated from to the extent it is explicitly established with Arie Bestebreur & SDK in writing.
4. These general conditions are also applicable to additional, modified, and subsequent orders from Depositor.
5. The general conditions of Depositor are excluded.
6. If one or more provisions of these general conditions are partially or entirely void or are annulled, the other provisions of these general conditions remain effective, and the void/annulled provision(s) will be replaced by a provision with the same purport as the original provision.
7. Ambiguities regarding the content, interpretation, or situations that have not been provided for in these general conditions must be assessed and interpreted according to the spirit of these general conditions.
8. The applicability of the articles 7:404 BW (Civil Code) and 7:407 section 2 BW is explicitly excluded.
9. If reference is made in these general conditions to she/her/hers, this must also be understood as a reference to he/him/his, if and to the extent applicable.
10. In case Arie Bestebreur & SDK has not constantly asked for compliance with these general conditions, it does retain the right to demand total or partial compliance with these general conditions

Article 3 - The Offer

1. All offers made by Arie Bestebreur & SDK regarding storage are non-committal, unless it is expressly stated otherwise in writing. If the Offer is valid in a limited sense or under specific conditions, this is expressly stated in the Offer.
2. Arie Bestebreur & SDK is only bound by an Offer if it is confirmed in writing by Depositor within 30 days, unless established otherwise. Arie Bestebreur & SDK nevertheless has the right to reject an Agreement with a (potential) Depositor on grounds that are legitimate for Arie Bestebreur & SDK.
3. The Offer contains a description of the Services offered regarding storage. The description is sufficiently specified so that Depositor is able to make a proper evaluation of the Offer. Any possible information in the Offer is only indicative and cannot constitute grounds for any compensation of damages or the rescission of the Agreement.
4. Offers or quotations do not apply automatically to subsequent orders.

Article 4 – Adoption of the Agreement

1. The Agreement is adopted at the moment that Depositor has accepted an Offer and/or Agreement of Arie Bestebreur & SDK by returning a signed copy (scanned or an original copy) to Arie Bestebreur & SDK or gives his explicit and unambiguous acceptance of the Offer by e-mail.
2. Arie Bestebreur & SDK has the right to revoke the (signed) Agreement within 5 business days after receipt of the acceptance.
3. Arie Bestebreur & SDK is not bound by an Offer if Depositor could reasonably have expected or would or should have understood that the Offer contains an apparent mistake or typing error. Depositor cannot derive any rights from such a mistake or typing error.
4. If Depositor cancels a confirmed order, the costs already effectively incurred (including the time spent) are billed to Depositor.
5. Every Agreement that is entered into with Arie Bestebreur & SDK or a project that is granted by Depositor to Arie Bestebreur & SDK lies with the company and not with an individual person who is associated with Arie Bestebreur & SDK.
6. The right of revocation of a Depositor who is a Company is excluded, unless established otherwise. A Depositor who is a Consumer has the right of revocation during the legal term of 14 days, unless Arie Bestebreur & SDK with the consent of Depositor has already started with the storage. By way of such consent, Depositor waives his right of revocation.
7. If the Agreement is entered into by multiple Depositors, each Depositor is severally and jointly liable for compliance with all obligations flowing from the Agreement.

Article 5 – Duration of the Agreement

1. The Agreement is adopted for the duration of one year and afterwards is tacitly extended each time by a duration of one year.

2. Both Depositor and Arie Bestebreur & SDK can rescind the Agreement on grounds of an attributable shortcoming in compliance with the Agreement if the other party has been declared in default in writing and a reasonable term has been granted to it to comply with its obligations and it still fails to correctly fulfill its obligations in such case. This also includes the payment and cooperation obligations of Depositor.
3. The rescission of the Agreement leaves unaffected the payment obligations of Depositor to the extent Arie Bestebreur & SDK at the time of rescission has already carried out activities or delivered performances. Depositor must settle the established fee.
4. Parties can terminate the Agreement in writing or by e-mail with due regard for a notice period of one month.
5. In case of a premature termination of the Agreement, Depositor owes the storage fee for the duration of the entire Agreement. Arie Bestebreur & SDK will not refund money paid.
6. Both Depositor and Arie Bestebreur & SDK can cancel the Agreement entirely or partially without any further default notice and with immediate effect in case one of the parties is in a state of suspension of payments, bankruptcy has been filed for, or the relevant enterprise ends through liquidation. If a situation as listed above occurs, Arie Bestebreur & SDK is never bound to refund the money already received neither/nor to pay damages.

Article 6 – Implementation of storage

1. Arie Bestebreur & SDK will exert itself to carry out the established storage with the greatest possible diligence, as may be demanded of a good depositary. Arie Bestebreur & SDK guarantee to be a professional and independent safekeeper. All storage is carried out on the basis of a best-effort contract, unless a result has explicitly been established in writing that has been described elaborately.
2. The Agreement pursuant to which Arie Bestebreur & SDK carry out the Services is leading for the scope and reach of the storage. The Agreement will only be carried out for the benefit of Depositor. Third parties cannot derive any rights from the content of the Services carried out in connection with the Agreement.
3. The information and data provided by Depositor are the basis on which the storage offered, and the prices of Arie Bestebreur & SDK are founded. Arie Bestebreur & SDK has the right to modify its Services and its prices if the information provided turns out to be incorrect and/or incomplete.
4. Upon the implementation of the Services, Arie Bestebreur & SDK is not obliged or bound to follow the indications of Depositor if the substance or scope of the established Services would be altered as a result. If the indications entail further activities for Arie Bestebreur & SDK, Depositor is obligated to compensate the additional associated costs correspondingly, based on a new quotation.
5. Arie Bestebreur & SDK has the right to deploy third parties for the implementation of the Services at its own discretion.
6. If the nature and the duration of the assignment require such, Arie Bestebreur & SDK intermediately inform Depositor in the established manner of progress.
7. The implementation of the Services is based on the information provided by Depositor. If the information must be changed, this may affect any such planning as may have been established. Arie Bestebreur & SDK are never liable for the adjustment of the planning. If the start, progress, or delivery of

the Services is delayed because, for example, Depositor does not, does not timely, or does not in the format desired supply all information that was requested, renders insufficient assistance, a possible down payment was not timely received by Arie Bestebreur & SDK or, due to other circumstances that are at the expense and risk of Depositor, there is a delay, Arie Bestebreur & SDK are entitled to a reasonable extension of the delivery term. All damage and associated costs as a result of delays due to causes as referred to above are at the expense and risk of Depositor.

Article 7 – Special implementation of storage

1. If upon supplying the matters for storage no written instructions have been provided by Depositor to Arie Bestebreur & SDK, Arie Bestebreur & SDK will keep and/or process these matters at its own discretion and in a manner as is customary in the sector.
2. If in the opinion of Depositor a special manner of storing the matters is required, then Depositor will always timely inform Arie Bestebreur & SDK accordingly, so as to provide the opportunity to take the necessary preparatory measures; in the absence of such notification, Arie Bestebreur & SDK will not be liable for losses and/or damage, that has occurred in whatever manner, during the Storage of the matters in case.
3. If in the opinion of the Depositor a special manner of safekeeping of the matters is required from Arie Bestebreur & SDK or is rendered necessary by the nature of those matters, all related additional costs will be borne by the Depositor.
4. If Depositor wishes to have activities carried out with regard to his matters that fall outside the scope of the established storage, such will be commissioned to Arie Bestebreur & SDK against the prices/rates and under the conditions of these general conditions. Arie Bestebreur & SDK is neither vis-à-vis the Depositor nor vis-à-vis third parties liable for damage caused upon or in connection with the aforementioned activities.

Article 8 – Rejection of storage

1. The matters to be stored will be delivered in proper conditions and – if packaged – in a properly wrapped condition and clearly marked to Arie Bestebreur & SDK, unless established otherwise. For all damage that is generally the result of improper or unsuitable packaging, Arie Bestebreur & SDK are not liable.
2. Arie Bestebreur & SDK has the right to reject matters that are unsuitable for the storage space in case the nature, type, state, weight, quantity, packaging, product temperature and/or the value deviate from the original description or if they do not meet the requirements that can be set for such.
3. Arie Bestebreur & SDK also has the right to reject the storage of matters that, in their opinion, by their nature, state, or otherwise cause peril or damage for other matters and/or persons or for the storage space. Not stored in any event are: matters subject to spoiling, foodstuffs, fuels, weapons, drugs, and other prohibited substances.

4. In the event matters arrive in an externally visible damaged or defective state, Arie Bestebreur & SDK will also have the right to refuse reception of such matters.

Article 9 - Obligations Depositor

1. Depositor is obligated to supply all information requested by Arie Bestebreur & SDK, as well as all relevant appendices and associated information and data timely and/or before the start of the storage and in the form requested for the purpose of the correct and efficient implementation of the Agreement. Failing such, it may occur that Arie Bestebreur & SDK is unable to realize a complete implementation and/or delivery of the relevant pieces. The consequences of such a situation are at all times at the expense and risk of Depositor.

2. Depositor is obligated in any event to notify Arie Bestebreur & SDK of matters that may cause an apparent danger when stored, of matters that require special care, and of the presence of objects of special value.

3. Arie Bestebreur & SDK is not obliged to control the accuracy and/or completeness of the information provided to them, nor to update Depositor with regard to the information if it has changed over time, nor is Arie Bestebreur & SDK responsible for the accuracy and completeness of the information that has been composed by Arie Bestebreur & SDK for third parties and/or is provided to third parties in the context of the Agreement.

4. Arie Bestebreur & SDK can, if this is necessary for the implementation of the Agreement, request additional information. In the absence thereof, Arie Bestebreur & SDK has the right to suspend its activities until the information has been received, without being obliged to pay any compensation of damages on any account whatsoever vis-à-vis Depositor. In case of changed circumstances, Depositor must report this directly, or no later than 3 business days after the change has become known, to Arie Bestebreur & SDK.

5. Depositor is obliged to recover his matters no later than on the last day of the period for which the Agreement runs, such after payment of everything, on any account whatsoever, that is owed to the Depository, unless Arie Bestebreur & SDK agrees to an extension of the Agreement.

6. Depositor is obliged to take out a storage insurance for the storage period and to transfer his own property insurance during the storage to the address of the storage space. Depositor must furthermore take into account when insuring the matters handed over for storage, that Arie Bestebreur & SDK has the option to store the matters elsewhere.

Article 10 - Obligations Arie Bestebreur & SDK

1. Arie Bestebreur & SDK commits itself to store and give back the matters, whereby it is obliged to give back the matters in the condition they received them in. Upon storage, Arie Bestebreur & SDK must observe the diligence of a good depositary.

2. Arie Bestebreur & SDK is obligated during storage to grant Depositor access to the matters kept in storage, against compensation of the associated additional costs to be incurred by Arie Bestebreur & SDK, on condition an arrangement has been made in this regard beforehand with Arie Bestebreur & SDK.

3. Arie Bestebreur & SDK is obligated to have insurance against risks of liability on account of the law and these general conditions. Arie Bestebreur & SDK is obligated to inform Depositor with regard to taking out or altering his own insurances.

Article 11 – Restitution

1. The stored matters are returned to Depositor with due observance of Depositor having complied with all (payment) obligations.
2. In case of the intermediate restitution of a part of the stored matters, a list must be prepared, to be signed by Arie Bestebreur & SDK and Depositor, on which the returned matters are indicated. Arie Bestebreur & SDK can require the lodging of a security from Depositor for the payment of the storage fee in case the value of the matters not yet returned, yet provides grounds for doing so, or otherwise if it has legitimate grounds to doubt the timely settlement of the storage fee in the future.
3. The storage ends through the decease of Depositor, when Depositor is placed in receivership, suspension of payments is granted to him/her, or he falls into a state of bankruptcy. The storage fee is owed in such case through the month following the month in which the relevant event occurred. The heirs or the trustee or the administrator, respectively, is/are obliged to recover the matters before the end of the period for which storage fee must be paid.

Article 12 – Additional activities and modifications

1. If it turns out during the implementation of the Agreement that the Agreement must be modified, or upon request of Depositor further activities are required to realize the result desired by Depositor, Depositor is obligated to compensate these additional activities in accordance with the established rate. Arie Bestebreur & SDK is not obliged to grant this request and may demand of Depositor that a separate Agreement is concluded to such effect and/or is referred to a competent third party.
2. If the additional activities are the result of negligence of Arie Bestebreur & SDK, Arie Bestebreur & SDK has made a wrong assessment of the relevant activities, or could reasonably have foreseen the relevant activities, such costs are not passed on to Depositor.

Article 13 – Storage fee

1. The storage fee, being the price for the storage, is determined on the basis of the volume, weight, or the space required for the matters to be stored, the care that according to the Agreement must be dedicated to these matters, and the period that the storage is in regard to.
2. The storage fee in principle is exclusive of sales tax (VAT), unless established otherwise.
3. The costs that could not be foreseen upon entering into the Agreement but that Arie Bestebreur & SDK has had to incur in connection with the established care for the matters given in storage or that Arie

Bestebreuer & SDK must incur to be able to comply with its duty of care are passed on separately to Depositor. Arie Bestebreuer & SDK informs Depositor as much as possible of the measures to be taken and of the costs thereof.

4. The costs that are associated with the receipt and following release of the matters taken in storage are billed separately to Depositor. These costs comprise the following handling costs: loading, unloading, packaging, sorting items, intermediate showing, etc.
5. Depositor is obligated to compensate the costs of third parties that, following the approval of Depositor, are deployed by Arie Bestebreuer & SDK in full, unless expressly established otherwise.
6. Depositor must pay the storage fee before a start is made with the implementation of the storage.
7. Depositor cannot derive any rights or expectations from a budget issued beforehand, unless parties have expressly established otherwise.
8. Arie Bestebreuer & SDK has the right to annually increase the effective prices and rates in conformity with the effective inflationary rates. Other price changes during the Agreement are only possible if and to the extent they have been expressly established in the Agreement.
9. Depositor must pay these costs at once, without setoffs or suspensions, within the indicated payment term as stated on the invoice to the bank account and details communicated to him by Arie Bestebreuer & SDK.
10. In case of liquidation, insolvency, bankruptcy, involuntary liquidation, or requests for payment vis-à-vis Depositor, the payment and all other obligations of Depositor on account of the Agreement become immediately exigible.
11. Storage is subject to the relevant laws, arrangements, guidelines and/or regulations and indications from the authorities. If as a result of an inspection by the authorities, additional, unforeseen activities must be carried out by Arie Bestebreuer & SDK, Arie Bestebreuer & SDK has the right to bill the associated costs to Depositor.

Article 14 – Collection policy and security

1. In case Depositor does not comply with his payment obligations and has not fulfilled his obligation within the 14-day payment term established to such effect, the Depositor who is a Company falls legally into default. The Depositor who is a Consumer will first receive a written warning with a term of 14 days after the date of the warning to still comply with the payment obligation, thereby stating the extrajudicial costs if Consumer does not comply with his obligations within such term, before falling into default.
2. As from the date that Depositor is in default, Arie Bestebreuer & SDK will be entitled, without any further default notice, to the statutory commercial interest as from the first day of default until full settlement, as well as to compensation of the extrajudicial costs in conformity with article 6:96 BW (Civil Code), to be calculated according to the table for extrajudicial collection costs of 1 July 2012.
3. If Arie Bestebreuer & SDK has incurred more or higher costs than what is reasonably required, such costs are eligible for compensation. The integral judicial and execution costs incurred are also borne by Client.
4. Depositor who hands over matters to Arie Bestebreuer & SDK for the implementation of an Agreement thereby establishes a possessory pledge on those matters to the benefit of Arie Bestebreuer & SDK as a

major security for payment of everything he owes or will owe to Depositary. Arie Bestebreur & SDK have the right to (publicly) auction the matters in case Depositor remains in default. The costs of the (public) auction are borne by Depositor.

Article 15 - Privacy, data processing, and security

1. Arie Bestebreur & SDK handles the (personal) data of Depositor with diligence and will only use such in conformity with the effective standards. If so requested, Arie Bestebreur & SDK will inform the data subject in this regard.
2. Depositor is himself responsible for the processing of data that is processed through the use of a service of Arie Bestebreur & SDK. Depositor also guarantees that the content of the data is not unlawful and does not violate any third-party rights. Within this framework, Depositor safeguards Arie Bestebreur & SDK against any (legal) claim that is related to this data or the implementation of the Agreement.
3. If Arie Bestebreur & SDK on grounds of the Agreement must provide for the security of information, such security will have to comply with the established specifications and a level of security that, in view of the state of the art, the sensitivity of the data, and the associated costs, is not unreasonable.

Article 16 – Suspension and rescission

1. Arie Bestebreur & SDK has the right to keep the data, data files and the likes that it has received under its control if the Depositor has not (fully) complied with his payment obligations. This right remains fully effective if a reason legitimate for Arie Bestebreur & SDK occurs which justifies suspension in such case.
2. Arie Bestebreur & SDK is authorized to suspend compliance with the undertakings it is subject to as soon as Depositor is in default with compliance with any undertaking flowing from the Agreement, also including late payment of their invoices. The suspension will be immediately confirmed to Depositor in writing.
3. In such case, Arie Bestebreur & SDK is not liable for damage, on any account whatsoever, as a result of the suspension of its activities.
4. The suspension (and/or rescission) does not affect the payment obligations of Depositor for activities already carried out. In addition, Depositor is obligated to compensate Arie Bestebreur & SDK for any financial loss that Arie Bestebreur & SDK incurs as a result of Depositor falling into default.

Article 17 – Force majeure

1. Arie Bestebreur & SDK is not liable in case as a result of a situation of force majeure, it is incapable of fulfilling its obligations pursuant to the Agreement.
2. By force majeure on the part of Arie Bestebreur & SDK is intended in any case, though it is not limited to: (i) force majeure of suppliers of Arie Bestebreur & SDK (ii) not properly complying with obligations by suppliers that were prescribed or recommended by Depositor or his third parties to Arie Bestebreur & SDK, (iii) defectiveness of software or such third parties as may be involved in the execution of the service, (iv) government measures (as a result of a pandemic or epidemic), (v) malfunction of power, of the internet, data network and telecom facilities (for example due to: cyber crime and hacking) or of

another nature, (vi) illness of staff of Bestebreur & SDK or of advisors deployed by it, and (vii) other situations that in the opinion of Arie Bestebreur & SDK falls outside its sphere of influence that temporarily or permanently prevent its compliance with its obligations.

3. In case of force majeure, both parties have the right to completely or partially rescind the Agreement. All costs incurred before the rescission of the Agreement will in such case be paid by Depositor. Arie Bestebreur & SDK is not obliged to compensate Depositor for any possible losses that were caused by such a revocation.

Article 18 – Limitation of liability

1. All storage of matters in the storage area will occur at the expense and risk of Depositor. Depositor must always take out sufficient insurance against all risks that may occur to the matters given for storage and/or processing during the term of the Agreement.

2. In the event of an attributable shortcoming of Arie Bestebreur & SDK, Arie Bestebreur & SDK is exclusively bound to pay any compensation of damages if Depositor has declared the default of Arie Bestebreur & SDK within 14 days after discovery of the shortcoming and Arie Bestebreur & SDK subsequently have not resolved this shortcoming within a reasonable term. The default notice must be submitted in writing and contains a description/substantiation of the shortcoming with such precision that Arie Bestebreur & SDK is able to respond adequately.

3. If the carrying out of Services by Arie Bestebreur & SDK leads to liability of Arie Bestebreur & SDK, such liability is limited to the total amount that is invoiced in the context of the Agreement, though only with regard to the direct damage incurred by Depositor, unless the damage is the result of the willful intent or of recklessness bordering on intent on the part of Arie Bestebreur & SDK. By direct damage is intended: reasonable costs incurred to mitigate or prevent direct damage, the determination of the cause of the damage, the direct damage, and the manner of restoral.

4. Arie Bestebreur & SDK expressly excludes all liability for consequential damage. Arie Bestebreur & SDK is not liable for indirect damage, business damage, loss of profit and/or losses incurred, missed savings, damage to operational stagnation, loss of capital, delay damage, interest damage, and immaterial damage.

5. If a third party is deployed by or on behalf of Depositor, Arie Bestebreur & SDK is never liable for the actions of the third party deployed by Depositor.

6. Arie Bestebreur & SDK does not guarantee the correct and complete transmission of the content of e-mail sent by/on behalf of Arie Bestebreur & SDK, nor for the timely receipt thereof.

7. All claims of Depositor on account of shortcomings on the part of Arie Bestebreur & SDK lapse if they have not been reported in writing, including substantiation, to Arie Bestebreur & SDK within one year after

Depositor was aware or could reasonably have been aware of the facts he bases his claims on. One year after the termination of the Agreement between parties, the liability of Arie Bestebreur & SDK lapses.

8. Arie Bestebreur & SDK is not liable, on condition it has fulfilled its duty of care and barring proof to the contrary, for damage that is the consequence of special risks associated with one or more of the following circumstances:

1. damage to or loss of the matters taken in storage if the damage or loss results from an own defect or the own spoiling of these matters;
2. damage to matters that were not packaged or unwrapped by Arie Bestebreur & SDK or its employee and that cannot be blamed on actions of Arie Bestebreur & SDK or its employee;
3. damage caused by the outflow of liquids from lamps, bottles, vessels, and the likes;
4. damage to electric, electronic, and mechanical devices, clocks, barometers, to the extent the damage is exclusively related to the nature or the state of the matter concerned;
5. damage to the matters such as due to moth, woodworm or rust, on condition the established measures of care have been implemented;
6. damage as a result of the loss of keys and furniture, unless these were handed over to the depositary or their staff and such is evinced by the inventory list.

9. Depositor safeguards Arie Bestebreur & SDK against all costs that Arie Bestebreur & SDK has had to incur as a result of matters handed over for storage by Depositor, as well as all costs necessarily incurred of an eventual evacuation, sale, and serving of bailiff's writs.

10. If Depositor notifies Arie Bestebreur & SDK that the matters will be delivered to or picked up from Arie Bestebreur & SDK at a certain time, and special action or deployment is required for this from Arie Bestebreur & SDK, the Depositor is liable, if he does not properly and timely deliver or pick up the matters, for all damage and costs resulting therefrom and Depositor safeguards Arie Bestebreur & SDK against all claims that third parties may file against Arie Bestebreur & SDK in connection therewith.

11. Depositor is liable for all damage of whatever nature that has occurred to the storage area or for damage to other property of Arie Bestebreur & SDK due to the matters handed over for storage, regardless of whether the damage was foreseeable for the Depositor.

Article 19 – Confidentiality

1. Arie Bestebreur & SDK and Depositor commit themselves to observe the secrecy of all confidential information that was obtained in the context of an assignment. The confidentiality flows from the assignment and must also be assumed if one can reasonably expect that it regards confidential information. The secrecy does not apply if the relevant information is already public/common knowledge, the information is not confidential and/or the information has not been disclosed by Depositor to Arie Bestebreur & SDK during the Agreement and/or was obtained by Arie Bestebreur & SDK in another manner.

2. The confidentiality especially regards advice, reports, designs, work method and/or reporting prepared by Arie Bestebreur & SDK regarding the assignment of Depositor. It is expressly prohibited to Depositor to share the content thereof with collaborators who are not authorized to take cognizance thereof and with (unauthorized) third parties. In addition, Arie Bestebreur & SDK always observe the required diligence when dealing with all business-sensitive information that is provided by Depositor.

3. If Arie Bestebreur & SDK on grounds of a legal provision or a court sentence is bound to (also) provide the confidential information to a third party designated by the law or by the competent court of law and Arie Bestebreur & SDK cannot appeal to legal privilege, Arie Bestebreur & SDK is not bound to pay any damages and no grounds for rescission of the Agreement are constituted for Depositor.
4. For the transfer or distribution of information to third parties and/or the publication of statements, advice, or exhibits that are provided to third parties by Arie Bestebreur & SDK, the written permission of Arie Bestebreur & SDK is required, unless such permission was expressly established beforehand. Depositor will safeguard Arie Bestebreur & SDK against all claims by such third parties as a result of reliance on such information that was distributed without the written consent of Arie Bestebreur & SDK.
5. Arie Bestebreur & SDK and Depositor also impose the confidentiality obligation on the third parties that are to be deployed by them.

Article 20 – Indemnification and accuracy of information

1. Depositor is himself responsible for the accuracy, reliability, and completeness of all data, information, documents and/or paperwork, in any form whatsoever, that he provides to Arie Bestebreur & SDK in the context of an Agreement, as well as for data he has obtained from third parties and which were provided to Arie Bestebreur & SDK for the purpose of the implementation of the Service.
2. Depositor safeguards Arie Bestebreur & SDK against any liability as a result of not or not timely complying with the obligations regarding the timely provision of all correct, reliable, and complete data, information, documents and/or paperwork.
3. Depositor safeguards Arie Bestebreur & SDK against all claims of Depositor and of third parties working under his direction, as well as of customers of Depositor, based on not (timely) obtaining any possible subsidies and/or permits that are required in the context of the implementation of the Agreement.
4. Depositor safeguards Arie Bestebreur & SDK against all third-party claims that flow from activities conducted for the benefit of Depositor, also including, though not limited to, intellectual property rights on the data and information provided by Depositor that may be used upon the implementation of the Agreement and/or the actions or omissions of Depositor vis-à-vis (a) third party(ies).
5. If Depositor provides electronic files, software, or data carriers to Arie Bestebreur & SDK, Depositor guarantees that these are free from viruses and defects.

Article 21 – Complaints

1. If Depositor is not satisfied about the service of Arie Bestebreur & SDK or otherwise has complaints about the implementation of his assignment, Depositor is obligated to report such complaints as soon as possible though no later than within 2 weeks after the relevant occasion that has led to the complaint. Complaints can be reported at linda@sdkexhibits.nl, indicating as subject “Complaint”, or through the phone number that is listed.
2. The complaint must be sufficiently substantiated and/or explained by Depositor for Arie Bestebreur & SDK to be able to take the complaint under advisement.
3. Arie Bestebreur & SDK will give a substantive reaction to the complaint as soon as possible, though no later than within 5 business days after receipt of the complaint.

4. Parties will try to reach a solution jointly.

Article 22 – Applicable law

1. To the legal relationship between Arie Bestebreur & SDK and Depositor, Dutch law is applicable.
2. Arie Bestebreur & SDK has the right to modify these general conditions and will inform Depositor accordingly.
3. In case of translations of these general conditions, the Dutch version is leading.
4. All disputes that have arisen due to or in connection with the Agreement between Arie Bestebreur & SDK and Depositor are settled by the competent court of law of Noord-Holland, location Alkmaar, unless provisions of mandatory law designate another competent court of law.

Hoogkarspel, 16 january 2024