

General Conditions Arie Bestebreur & SDK BV

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

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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 Client for the carrying out of Services by Arie Bestebreur & SDK.
3. **Arie Bestebreur & SDK:** the service provider that carries out Activities for Client.
4. **Company:** the natural or legal person acting from the exercise of a profession or business.
5. **Consumer:** the natural person not acting from the exercise of a profession or business.
6. **Client:** the Consumer or the Company that has appointed Arie Bestebreur & SDK, has granted projects to Arie Bestebreur & SDK for Activities that are carried out by Arie Bestebreur & SDK, or to which Arie Bestebreur & SDK has made a proposal on grounds of an Agreement.
7. **Agreement:** each Agreement and other obligations between Client and Arie Bestebreur & SDK, as well as proposals of Arie Bestebreur & SDK for Activities that are provided by Arie Bestebreur & SDK to Client and that are agreed to and accepted by Client and carried out by Arie Bestebreur & SDK, of which these general conditions are an integral part.
8. **Activities:** the activities that Arie Bestebreur & SDK offers are the design, production, mounting, assembly and disassembly of stands at fairs, conferences, exhibits, and other events, as well as interior construction.

Article 2 – Applicability

1. These general conditions are applicable to every Offer of Arie Bestebreur & SDK, each Agreement between Arie Bestebreur & SDK and Client, and to every service that is offered by Arie Bestebreur & SDK.
2. Before an Agreement is concluded, Client is provided with these general conditions. If this is not reasonably possible, Arie Bestebreur & SDK will indicate to Client in what manner Client can peruse the general conditions.
3. Derogation from these general conditions is not possible; in exceptional situations, the general conditions can be deviated from to the extent this has been explicitly established with Arie Bestebreur & SDK in writing.
4. These general conditions are also applicable to additional, modified, and subsequent orders of Client.
5. The general conditions of Client are excluded.
6. If one or more provisions of these general conditions are partially or entirely void, 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 retains the right to demand total or partial compliance with these general conditions.

Article 3 - The Offer

1. All offers made by Arie Bestebreur & SDK are non-committal, unless 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 the acceptance thereof is confirmed in writing by Client within 14 days, unless indicated otherwise. Arie Bestebreur & SDK nevertheless has the right to reject an Agreement with a potential Client on grounds that are legitimate for Arie Bestebreur & SDK.
3. The Offer contains a description of the Activities offered and is based on the assignment given by Client to Arie Bestebreur & SDK. The description has such detail that Client is able to make a proper evaluation of the Offer. Apparent mistakes or errors in the Offer cannot bind Arie Bestebreur & SDK.
4. If the Offer is based on information provided by Client and this information turns out to be incomplete and/or incorrect or this information is altered afterwards, Arie Bestebreur & SDK has the right to modify the rates, delivery terms and/or prices stated in the Offer. Client is obliged to accept the changed circumstances and to comply with the payment obligations that have been established.
5. Offers do not automatically apply to subsequent orders or backorders.
6. Delivery times, terms, and hours stated in the Offer of Arie Bestebreur & SDK are indicative and in case of overrunning do not confer the right to Client to rescission or compensation of damages, unless expressly established otherwise.
7. A combined price quotation does not oblige Arie Bestebreur & SDK to deliver a part of the matters included in the offer or quotation against a corresponding part of the quoted price.

Article 4 – Adoption of the agreement

1. The agreement is adopted at the moment that Client 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 by giving his explicit and unambiguous approval for the Offer by e-mail.
2. For Activities for which in view of their nature and scope no written quotation and/or order confirmation is sent, the actual implementation of the Activities is considered as a verbal order confirmation as well. The actual implementation is deemed to correctly and completely represent the agreement, barring persuasive and written proof to the contrary of Client.
3. Arie Bestebreur & SDK has the right to revoke the (signed) Agreement within 5 business days after receipt of the acceptance.

4. Arie Bestebreur & SDK is not bound by an Offer if Client could reasonably have expected or should have understood that the Offer contained an apparent mistake or typing error. No rights can be derived by Client from such mistakes or typing errors.
5. If Client cancels an order that has already been confirmed, the costs effectively incurred (including the time spent) are billed to Client.
6. Each Agreement with Arie Bestebreur & SDK that is entered into or a project that is granted by Client to Arie Bestebreur & SDK lies with the company and not with an individual person who is associated Arie Bestebreur & SDK.
7. The right of revocation of Client who is a Company is excluded, unless established otherwise. Client who is a Consumer has the right of revocation during the legal term of 14 days, unless Arie Bestebreur & SDK with the consent of Client has already started with the Activities. Through this consent, Client waives his right of revocation.
8. If the agreement is adopted by multiple Clients, every Client 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 stated in the quotation.
2. Client is authorized at all times to cancel the agreement entirely or partially. If the implementation of the agreement has already been started with and Client cancels the agreement, Client owes the price effective for the entire work, minus the savings that flow from the cancellation for Arie Bestebreur & SDK, against the delivery by Arie Bestebreur & SDK of the work that has already been finished. If the price had been made dependent on the costs effectively to be incurred by Arie Bestebreur & SDK, the price owed by the Client is calculated on the basis of the costs incurred, the work carried out, and the profit that Arie Bestebreur & SDK would have made on the entire work.
3. Both parties can cancel the agreement on grounds of an attributable shortcoming in compliance if the counterparty has been declared in default in writing, and a reasonable term has been granted to it for compliance with its obligations and it therein falls culpably short. This also includes the payment and collaboration obligations of Client.
4. Both Client and Arie Bestebreur & SDK can cancel the agreement entirely or partially without any further default notice with immediate effect in case one of the parties is in a situation of suspension of payments, bankruptcy has been filed, or the relevant enterprise ends through liquidation. If a situation as stated above occurs, Arie Bestebreur & SDK is never obliged to refund funds already received and/or to compensate damages. Arie Bestebreur & SDK also has the right to directly recover matters that have not been paid yet and thereby retains the right to claim additional compensation of damages from Client.
5. All delivered goods remain the property of Arie Bestebreur & SDK until the Client has fully met all obligations arising from all agreements concluded with Arie Bestebreur & SDK, including in any case payment of the purchase price, interest, costs and compensation of damages – if applicable.

As long as ownership has not been transferred, the Client is not permitted to alienate, pledge, or otherwise encumber the goods, except insofar as this is necessary in the normal course of business and on the condition that the claims arising from such alienation are transferred to Arie Bestebreur & SDK at

the moment they arise. Upon request, Client agrees to carefully store the goods delivered under retention and to have them registered or marked as recognizable property of Arie Bestebreur & SDK.

In the event of non-fulfillment of its payment obligations or in the event of (application for) bankruptcy, suspension of payments, or debt restructuring of the Client, Arie Bestebreur & SDK is entitled to reclaim the delivered goods without notice of default. The Client hereby grants Arie Bestebreur & SDK irrevocable permission, effective immediately and for the future, to enter the locations where the goods are situated for that purpose. The Client is obliged to inform Arie Bestebreur & SDK, upon request, of the location of the delivered goods. The Client shall reimburse Arie Bestebreur & SDK for the costs (including, but not limited to, transport and personnel costs) within 3 working days of notification thereof.

Article 6 – Cancellation of the agreement (stand construction, events, fairs)

1. If Client cancels an Agreement that has already been adopted within three months before the day of delivery, a part of the established sum is billed to Client. Arie Bestebreur & SDK at all times has the right to bill increased costs if it has incurred more expenses for the purpose of the implementation of the agreement.
2. Cancellation of the agreement does not pertain if the agreement is still continued within three months.
3. If the assignment cannot proceed due to force majeure (see article 16) this is considered cancellation.
4. To the extent costs have been incurred by Arie Bestebreur & SDK, these are the costs that are passed on to Client.
 - a. Material and labor for the preparation of the stand, in case it regards production;
 - b. Ordered material if an order cannot be cancelled;
 - c. Drawing work;
 - d. Rental furniture if the order cannot be cancelled free of charges;
 - e. Services that were ordered at the relevant location (e.g. power / water / cleaning / catering / waste / hanging points etc.). If these are credited by the supplier, a credit note will follow;
 - f. Hotel costs (if applicable) if they cannot be cancelled free of charges;
 - g. Train and plane tickets (if applicable), also if they are converted in vouchers;
 - h. Transport costs if the order cannot be cancelled free of charges;
 - i. Project management;
 - j. Work preparation;
5. For the labor costs for assembly and disassembly, we apply the following scale:
 - a. Cancellation until 4 weeks before start of construction 100% of the rate according to quotation;
 - b. Cancellation until 8 weeks before start construction 50% of the rate according to quotation;
 - c. Cancellation until 12 weeks before start of construction 25% of the rate according to quotation.
6. If an event is postponed, Arie Bestebreur & SDK will issue a new quotation with the rates effective at that time.

7. Client himself is liable towards third parties for the consequences of cancellation and safeguards Arie Bestebreur & SDK against claims from such third parties that flow therefrom.

Article 7 – Additional and reduced work and modifications

1. If it turns out during the implementation of the agreement that the agreement must be modified and/or supplemented, or upon request of Client, further Activities are required to realize the result desired by Client, then Client is obligated to compensate such additional Activities in accordance with the established rate. Arie Bestebreur & SDK is not obliged to grant this request and may demand from Client that an additional agreement will be concluded to such effect.
2. If a fixed price has been established for the Activities, Arie Bestebreur & SDK will inform Client regarding the additional costs, that is, the financial consequences of the additional work.
3. If and to the extent a fixed price has been established for the carrying out of certain Activities and the carrying out of those Activities leads to extra Activities that cannot reasonably be considered to be included in the fixed price, or the price must be increased as a result of the incorrect information provided by Client that is relevant for the determination of the price (unless Arie Bestebreur & SDK should have discovered the inaccuracy of the information before determining the price), Arie Bestebreur & SDK has the right, following consultation with Client, to bill these costs to Client.
4. In case of hidden defects or at least of unforeseen circumstances such as, for example, the presence of asbestos and wood rot, Arie Bestebreur & SDK has the right to bill additional charges for this if these circumstances lead to extra Activities.
5. Price changes as a result of modifications to the agreement, or on grounds of legislation and regulations, must be compensated by Client.

Article 8 – Prices and payment

1. All prices in principle are exclusive of sales tax (VAT) and other tax levies. Associated costs for the benefit of Client (travel, calling, parking and accommodation costs) are billed to Client, unless established otherwise. For Activities that (must be) carried out on an urgent basis or upon request of Client a surcharge can be applied as well, as established in the quotation and/or Agreement.
2. Client cannot derive any rights or expectations from a budget issued beforehand, unless parties have expressly established otherwise. If the price listed is a target price, this target price can be adjusted during the implementation of the agreement, unless Arie Bestebreur & SDK has warned Client as timely as possible regarding the probability of a further overrunning and has provided Client with the opportunity to still limit or simplify the work. Arie Bestebreur & SDK cooperates, within the limits of reason, with the limitation or simplification. This also applies if the price depends on the estimated duration of the implementation of the work.
3. For Activities that are carried out abroad, other rates may apply.
4. If between the date of conclusion of the agreement (or quotation) and the implementation thereof, cost-price increasing circumstances occur for Arie Bestebreur & SDK as a result of legislation and regulations, price changes at third parties or suppliers deployed by Arie Bestebreur & SDK, or changes to the prices of the semi-manufactured products, materials, or parts required, or exchange rates fluctuations, import and export duties (both nationally and abroad), shipping and/or delivery costs, wages, employers'

contributions and/or (social security) fees etc., Arie Bestebreur & SDK has the right to correspondingly increase the established price, that is, the compensation, and to bill the same to Client.

5. Client is obligated to settle the down payment that is established in the quotation within the term stipulated in the quotation, before Arie Bestebreur & SDK starts with the implementation of the agreement, unless established otherwise. In any case, Client is obligated to compensate the costs for the purpose of the materials in advance.

6. In the event of a periodic payment obligation of Client, Arie Bestebreur & SDK has the right to (only) modify the effective prices and rates in accordance with the conditions of the agreement in writing, with due regard for a term of at least 3 months as from the adoption of the agreement during which the prices do not increase. In case of price increases within 3 months after adoption of the agreement, Client is authorized to rescind the agreement by way of a written statement. If Client has not notified Arie Bestebreur & SDK within 30 days after announcement of the price change that he wishes to exercise his right of rescission, Arie Bestebreur & SDK may legitimately trust that Client has agreed to the price change.

7. Client is bound to settle the established amount within the due date stated in the quotation, unless expressly established otherwise.

8. Client must settle these costs at once and without suspensions, deductions and/or setoffs in accordance with the bank account number and payment details communicated to him by Arie Bestebreur & SDK. Only after the explicit and written consent of Arie Bestebreur & SDK can Client establish a further term within which the amount owed must be paid.

9. Arie Bestebreur & SDK has the right to set off all amounts already paid by Client against the (outstanding) compensation of damages owed by Client.

10. If a dispute arises between parties regarding the number of hours spent and/or billed, the hour registration of Arie Bestebreur & SDK is binding, unless Client can demonstrate otherwise with persuasive proof to the contrary.

11. If and to the extent during the implementation of the agreement additional costs are incurred and/or an increased risk pertains (in the opinion of Arie Bestebreur & SDK), Client must pay an additional price for this.

Article 9 – Collection policy

1. In case Client does not comply with his payment obligations and has not fulfilled his obligation within the payment term established to such effect, the Client who is a Company falls legally into default. Client 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 Client is in default, Arie Bestebreur & 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 Bestebreur & SDK has incurred more or higher costs than what is reasonably required, such costs are eligible for compensation. The judicial and execution costs incurred are also borne by Client.

4. Arie Bestebreur & SDK has the right in case full payment by Client fails to occur (if Client is in default) to rescind the agreement, without any further default notice or judicial intervention, by way of a written statement or to suspend its obligations from the agreement, until the payment has been received by Arie Bestebreur & SDK, or Client has lodged adequate security for it.

5. If Arie Bestebreur & SDK, before Client is in default with the payment, has legitimate grounds to doubt the creditworthiness of Client, Arie Bestebreur & SDK also has the right to rescind the agreement without any written statement of judicial intervention.

Article 10 - Implementation activities

1. Arie Bestebreur & SDK will exert itself to carry out the agreement with the greatest diligence possible, as may be demanded from a good service provider. All Activities are carried out on the basis of a best-effort obligation, unless a result has been established explicitly and in writing, that has been elaborately described. Under no circumstance does Arie Bestebreur & SDK guarantee that the Activities implemented and/or the matters delivered by them are suitable for the purpose intended by Client.

2. Upon the implementation of the Activities, Arie Bestebreur & SDK is not obligated or bound to follow the indications of Client if the substance or scope of the established Activities would be altered as a result. If the indications result in additional work for Arie Bestebreur & SDK, Client is bound to compensate the additional or associated costs correspondingly. All instructions, indications, advice and the likes are deemed to have been provided with the express consent of Client, if they were offered by employees, subordinates and/or by third parties deployed by Client. Damage as a result of the unauthorized provision, or the provision outside the scope of the assignment, of such instructions etc. is entirely at the expense and risk of Client.

3. Arie Bestebreur & SDK does not apply for licenses or other documents and permits, whether or not required, from the authorities or other agencies. Client is responsible himself for the timely obtaining of required licenses and/or required permits. Damage and/or delays as a result of the lack of such licenses or permits is at the expense and risk of Client. Client safeguards Arie Bestebreur & SDK explicitly against all (consequential) damage as a result of the lack of licenses and permits. Arie Bestebreur & SDK will bill the (consequential) damage to Client, who is bound to compensate the damage to Arie Bestebreur & SDK.

4. Arie Bestebreur & SDK has the right to deploy third parties for the implementation of the Activities at own discretion.

5. Arie Bestebreur & SDK has the right to create publicity for its company when working at the location of the Client.

6. If the Activities are suspended upon request of Client, Client is obligated to pay the immediately payable compensation for the Activities already carried out at such time upon first request of Arie Bestebreur & SDK. In addition, Arie Bestebreur & SDK has the right to bill all costs incurred that flow from the suspension to Client (in the following also referred to as reserved hours).

7. If after the suspension term, the implementation of the agreement cannot be resumed, Arie Bestebreur & SDK has the right to immediately rescind the agreement without judicial intervention, by way of a written statement to Client. In case of the resumption of the implementation of the agreement, Client is obligated to completely compensate all costs flowing from this resumption for Arie Bestebreur & SDK.

8. Client is obliged to make sure that:

- All information, data, and documents required for the implementation of the agreement (also including maps, drawings, overviews, connections, and the likes) are timely provided, in the manner desired by Arie Bestebreur & SDK, to Arie Bestebreur & SDK;
- Arie Bestebreur & SDK is granted access on the established dates and times to the premises, the building and/or the location whereat or wherein the event is organized, which location is compliant with the legal (safety) requirements and labor conditions (whether or not in conformity with the union contract 'CAO') that are applicable to it. Failing such, Arie Bestebreur & SDK has the right to suspend its Activities for as long as these requirements are not met, without being bound to compensate any (delay) damage.
- The third parties deployed by him carry out their Activities and/or deliveries in such a manner that Arie Bestebreur & SDK does not incur any delays and does not encounter any impediments in implementing the agreement, i.e., the Activities;
- Arie Bestebreur & SDK timely has at its disposal sufficient options for the supply, storage and/or disposal of (construction) materials and/or equipment;
- Arie Bestebreur & SDK timely has at its disposal such scaffolding as may be required, as well as edge and fall protection and the likes that must be provided by Client, unless parties have expressly established otherwise;
- The premises, the building and/or the location at or in which the event is organized is in such condition that Arie Bestebreur & SDK is able to carry out and/or continue its Activities without obstruction;
- Arie Bestebreur & SDK has available on the premises, the building and/or the location on or in which the event is organized connection options for power, gas, and water. Client must refund the costs thereof. Lost labor hours due to outage of water, gas or power are borne by the Client;
- On the premises, the building and/or the location at or in which the event is organized, the other facilities reasonably desired by Arie Bestebreur & SDK and/or its (sub)contractors are present, without (additional) costs being applied to Arie Bestebreur & SDK for such;
- Arie Bestebreur & SDK is informed before the start of the Activities of the positioning of cables, conduits, etc. that are already present at the premises, the building and/or the location at or in which the event is organized. If this is not timely provided and damage occurs as a result of the ignorance, Client himself is responsible and liable for the costs resulting therefrom. Client is responsible in case of obstacles in the ground that under the direction of Client trial digs are carried out by a professional.

9. If Client does not timely comply with the obligations mentioned in this article, Arie Bestebreur & SDK has the right to suspend the implementation of the agreement until the moment that Client has complied with his obligations. The costs associated with the delay incurred and/or the costs for the carrying out of additional Activities and/or other consequences that flow therefrom are at the expense and risk of Client.

10. If Client does not comply with his obligations and Arie Bestebreur & SDK refrains from demanding compliance of Client, this does not impair the right of Arie Bestebreur & SDK to still demand compliance at a later time.

11. Client himself must procure materials, tools, machines, and the likes, unless parties have established otherwise. If the matters requested are not present on location, Arie Bestebreur & SDK has the right to suspend its Activities. The costs resulting therefrom are borne by Client.

Article 11 – Delivery

1. If the start, progress, or delivery of the Activities is delayed because, for example, Client has not or not timely provided all requested information, cooperates insufficiently, the (down) payment is not timely received by Arie Bestebreur & SDK, or due to other circumstances that are at the expense and risk of Client, Arie Bestebreur & SDK is entitled to a reasonable extension of the delivery term. No established delivery terms are ever strict time limits. Client must declare the default of Arie Bestebreur & SDK in writing. Under no circumstance are the terms submitted strict time limits.
2. All damage and associated costs as a result of a delay due to a cause mentioned in section 1 are at the expense and risk of Client and can be billed by Arie Bestebreur & SDK to Client.
3. In the event of an implementation in stages, or of Client having to give approval, Arie Bestebreur & SDK has the right to suspend the implementation of the agreement until the moment that Client has given his approval. The deadline for giving approval is 24 hours. If Client has not given approval within this term, Client is deemed to have tacitly approved the delivered matters.
4. Arie Bestebreur & SDK exerts itself to realize the Activities within the established term, to the extent this can reasonably demanded of them.
5. In case workdays have been discussed, such refer to all (workable) calendar days with the exception of recognized national holidays and weekends.
6. Client has an independent responsibility for the management, use, and maintenance of the matters created and/or delivered by Arie Bestebreur & SDK.
7. If Arie Bestebreur & SDK has communicated that the work is ready for delivery and Client does not inspect the work within a reasonable term and, whether or not under reserve, accepts or puts to use the work, adjusts it or has it adjusted, Client is deemed to have tacitly accepted the work. Small defects that can be restored during the maintenance term do not constitute grounds for not accepting the delivered matters if such do not obstruct commissioning. After acceptance, the work is deemed delivered.
8. After delivery, the work is at the expense and risk of the Client. He therefore continues to owe the price, regardless of the going lost or deterioration of the work due to causes that cannot be attributed to Arie Bestebreur & SDK.
9. Arie Bestebreur & SDK is not liable for defects that the Client should reasonably have discovered at the time of delivery, barring the willful intent or deliberate recklessness of Arie Bestebreur & SDK.
10. Arie Bestebreur & SDK has the right to deliver and/or implement the Activities in batches, whereby each partial delivery and/or partial performance can be invoiced separately.

Article 12 – Suspension

1. Arie Bestebreur & SDK is authorized to suspend compliance with the obligations or to rescind the agreement instantly and with immediate effect, if:
 - Client does not, does not completely, or does not timely comply with the obligations from the agreement;

- Arie Bestebreur & SDK after conclusion of the agreement fears on legitimate grounds that Client will not comply with the obligations;
- Client was asked upon conclusion of the agreement to provide security or a down payment for the settlement of his obligations from the agreement, and such payment fails to occur or is insufficient;
- If due to delays on the part of Client, Arie Bestebreur & SDK can no longer be required to comply with the agreement under the conditions that were originally established, Arie Bestebreur & SDK has the right to rescind the agreement.
- If circumstances occur that are of such a nature that compliance with the agreement in its current form cannot reasonably be required of Arie Bestebreur & SDK.

2. If the rescission can be attributed to Client, Arie Bestebreur & SDK is entitled to compensation of damages from Client.

3. If the agreement is prematurely cancelled by Arie Bestebreur & SDK, Parties will enter into consultations regarding the transfer of the Activities still to be carried out to third parties if the cancellation can be attributed to Client. The costs of the transfer are borne by Client. Arie Bestebreur & SDK will inform Client as much as possible beforehand regarding these costs. Client is bound to settle these costs within the term indicated for this, unless established otherwise.

Article 13 - Guarantees

1. Each guarantee is explicitly established in writing. Guarantees never exceed the scope of what was explicitly established.

2. Arie Bestebreur & SDK carries out the Activities in conformity with the standards that are effective in the sector. If any guarantee has thereby been provided, it is limited to what has been expressly established in writing and only to the extent the guarantee has been received from the suppliers. During the warranty term, Arie Bestebreur & SDK guarantees a sound and customary quality for the delivered matters.

3. Client can only appeal to the guarantee provided by Arie Bestebreur & SDK if Client has complied entirely with his payment obligations.

4. If Client legitimately appeals to an established guarantee, Arie Bestebreur & SDK is obliged to carry out, free of charges, the restoral or replacement of the delivered matters. In the event there also is any concomitant damage, the provisions for liability of these general conditions that are applicable for such are adhered to.

5. The warranty lapses as soon as the warranty term has expired, the warranty obligation lapses, Client himself makes adjustments or has them made to the delivered matters and/or uses, handles, or services the delivered matters, in the opinion of Arie Bestebreur & SDK, wrongly.

6. In case of customized work, the dimensions transmitted most recently are determinant for the determination of the correctness of the activities by Arie Bestebreur & SDK.

Article 14 – Risk transfer

The risk of theft and loss, embezzlement, or the damaging of data, documents, software, data files and/or matters that are used, created, or delivered in the context of the implementation of the agreement is transferred to Client at the moment these have been effectively brought under the control of the Client.

Article 15 - Privacy, data processing, and security

1. Arie Bestebreur & SDK handles the (personal) data of Client and Users of the website with diligence and will solely use such in conformity with the privacy statement. If so requested, Arie Bestebreur & SDK will accordingly inform the data subject.
2. If Arie Bestebreur & SDK on grounds of the agreement must provide for the security of information, such security will be compliant 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 – 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, (iii) defectiveness of matters, devices, software, or materials from third parties, (iv) government measures (as a result of a pandemic or epidemic), (v) power malfunction, (vi) malfunction of the internet, data network and telecom facilities (for example due to: cyber crime and hacking) or of another nature, (vii) natural disasters, (viii) war and terrorist attacks, (ix) general transport issues (x) illness and/or work strikes of the staff of Arie Bestebreur & SDK and (xi) 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. If in the opinion of Arie Bestebreur & SDK the implementation of the established Activities as a result of wet weather conditions, extreme heat, or circumstances of the grounds cannot be conducted at the time or within the term established, Arie Bestebreur & SDK has the right to interrupt the Activities that regard such and to extend the agreement by the duration of the days that work was suspended without such leading to liability.
4. If a situation of force majeure lasts longer than 2 months, the agreement can be rescinded by either of the parties in writing. If on grounds of the agreement some performances have already been carried out, in such case a settlement is made proportionally, without any further indebtedness of such performances of either party mutually.

Article 17 – Limitation of liability

1. If the carrying out of Activities by Arie Bestebreur & SDK leads to liability of Arie Bestebreur & SDK towards Client or third parties, such liability is limited to the costs billed in connection with the assignment by Arie Bestebreur & SDK (one time the invoice value, with the exception of the costs of material, exclusive of VAT), unless the damage is the result of the willful intent or recklessness bordering on intent on the part of Arie Bestebreur & SDK. The liability is limited in any case to the amount of the damage that is disbursed as a maximum by the insurance company per event per year.
2. Arie Bestebreur & SDK is not liable for consequential damage in any form whatsoever, indirect damage, business damage, loss of profit and/or losses incurred, missed savings, damage due to operational stagnation.
3. If the work manifests defects after delivery for which Arie Bestebreur & SDK (it has turned out) is liable, then Arie Bestebreur & SDK is given the opportunity to eliminate the defects within a reasonable term, without prejudice to the liability for damage as a result of the defective delivery, unless the costs of restoral would not be in any reasonable proportion to the interest of Client in restoral instead of compensation of damages.
4. In case of customization, Arie Bestebreur & SDK is not liable for consequential damage, whereby is intended the ordering of the wrong and/or errors in materials, the deactivation of GPS and/or the making of measurements. Client and/or the contractor who has final responsibility for the carrying out of the Activities, i.e., the assignment, must carry out a final check and is responsible for this final check.
5. If the (consequences of) an improper execution of the work can be blamed on defects or the unsuitability of matters deriving from Client, the consequences are borne by Client, unless Arie Bestebreur & SDK has violated their warning obligation or otherwise has fallen short with regard to these defects in expertise or diligence. Nor is Arie Bestebreur & SDK liable for the early commissioning of a part or the whole of the work by Client.
6. Client is liable for damage to the work as a result of Activities conducted or deliveries carried out by him or by third parties commissioned by him. Damage flowing from the use of materials prescribed by Client and/or the execution of a design deriving from Client is also entirely at the expense and risk of Client.
7. Client is furthermore liable for the loss and/or theft or damage to the matters, tools, machines, materials and the likes that are used and/or stored by Arie Bestebreur & SDK in the context of the implementation of the agreement while carrying out the Activities at Client, also including damage that has occurred due to imperfections, defects, and the likes at the work location.
8. If it turns out after adoption of the agreement that the construction site or the work is polluted, such as by asbestos, for example, Client is liable for the consequences for the implementation of the work flowing therefrom.
9. Arie Bestebreur & SDK is not liable for damage that is or may be the result of any action or omission in connection with (imperfect and/or incorrect) information on the website or that of websites to which a link is provided.
10. Arie Bestebreur & SDK does not guarantee a correct and complete transmission of the content of e-mail sent by or on behalf of Arie Bestebreur & SDK, nor for the timely receipt thereof.
11. All claims of Client 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

Client was aware or could reasonably have been aware of the facts that he bases his claims on. The liability of Arie Bestebreur & SDK lapses one year after the ending of the agreement between parties.

Article 18 – Intellectual Property Rights

1. All IP rights and copyrights of Arie Bestebreur & SDK, in any case including, though not limited to, all designs, models, reports, and advice lie exclusively with Arie Bestebreur & SDK and are not transferred to Client unless expressly established otherwise.
2. It is prohibited to Client to disclose and/or multiply, modify, or provide to third parties all documents subject to the IP rights and copyrights of Arie Bestebreur & SDK (also including usage for commercial purposes) without the express prior written consent of Arie Bestebreur & SDK. If Client wishes to apply changes to matters delivered by Arie Bestebreur & SDK, Arie Bestebreur & SDK must give its explicit approval for the modifications intended.
3. It is prohibited for Client to use the matters and documents subject to the intellectual property rights of Arie Bestebreur & SDK otherwise than is established in the agreement.

Article 19 – Indemnification and accuracy of information

1. Client is responsible himself for the accuracy, reliability, and completeness of all data, information, documents and/or paperwork he provides to Arie Bestebreur & SDK in the context of an Agreement. Also, in the event such data derive from third parties, Client is responsible for the same. If Arie Bestebreur & SDK is aware or should reasonably have known about the inaccuracies in the assignment, also including errors or defects to the plans, drawings, calculations, or implementation requirements provided by the Client, Arie Bestebreur & SDK is obligated to warn Client of such.
2. Client safeguards Arie Bestebreur & SDK against any liability as a result of not or not timely complying with the obligations from the previous section.
3. Client safeguards Arie Bestebreur & SDK against third-party claims regarding intellectual property rights to the data and information provided by Client that can be used upon the implementation of the agreement.
4. Client safeguards Arie Bestebreur & SDK against any damage caused by (the use of) (ancillary) means prescribed by Client, barring the willful intent or deliberate recklessness of Arie Bestebreur & SDK.
5. Client is responsible for the obtaining of all possibly required (construction) permits. Client safeguards Arie Bestebreur & SDK against all claims as a result of the absence of (construction) permits.
6. If Client provides electronic files, software, or data carriers to Arie Bestebreur & SDK, Client guarantees that these are free from viruses and defects.
7. Client also safeguards Arie Bestebreur & SDK against all damage, fines, (order subject to) incremental penalty, and other government measures.

Article 20 – Complaints

1. If Client is not satisfied about the service of Arie Bestebreur & SDK or otherwise has complaints about the implementation of his assignment, Client 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 info@sdkevents.nl, indicating as subject “complaint”, or through the phone number that is listed.
2. The complaint must be sufficiently substantiated and/or explained by Client for Arie Bestebreur & SDK to be able to take the complaint under advisement.
3. Arie Bestebreur & SDK will provide 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 21 – Applicable law

1. To the legal relationship between Arie Bestebreur & SDK and Client, Dutch law is applicable. The applicability of the Vienna Commercial Treaty (CISG) is expressly excluded.
2. Arie Bestebreur & SDK can unilaterally modify these general conditions. The most current version can be found on the website.
3. All disputes that have arisen due to or in connection with the agreement between Arie Bestebreur & SDK and Client are settled by the competent court of law of Noord-Holland, location Alkmaar, unless provisions of mandatory law lead to the competence of another court of law.

Hoogkarspel, may 2026