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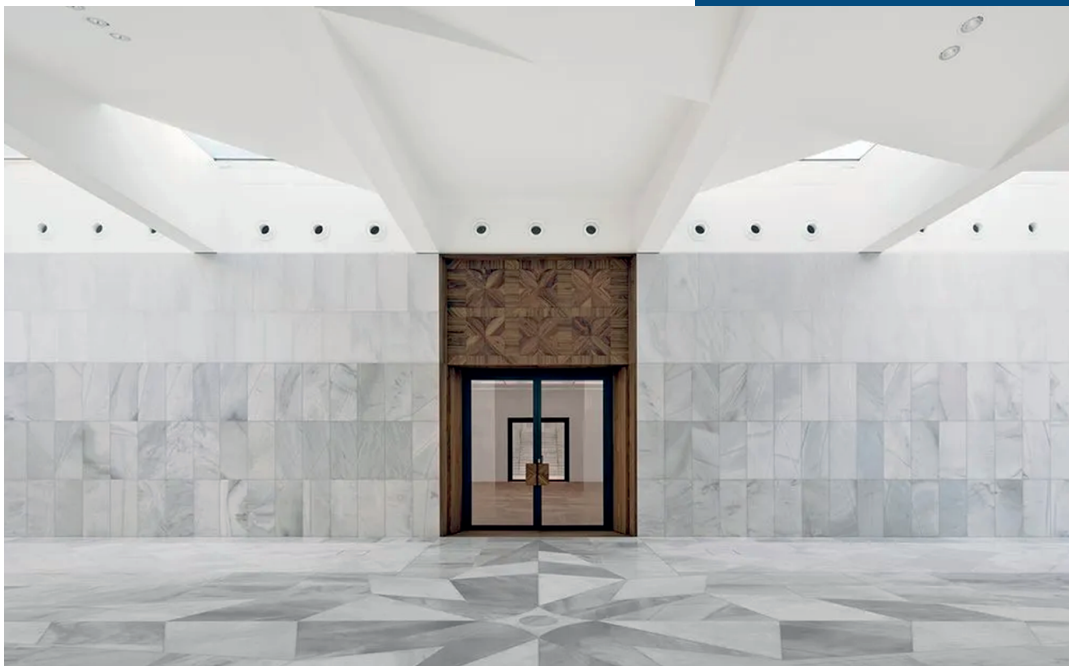


GENERAL CONDITIONS

General terms and conditions of sale Kolen
Version august 2022

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.1 DEFINITIONS

1.1 Client: Client: the natural person who or the legal entity that awards a contract to the Contractor comprising the contracting of work and/or the delivery of goods and/or services.

1.2 Contractor: Kolen Groep B.V. or Kolen B.V. or Kolen Projecten B.V. or Kolen Keramiek B.V. or Kolen Natuursteen B.V. or Harrie Kolen Diensten B.V. or Terratorium B.V. and/or companies related to (one of) them; the person who accepts the contract awarded by the Client. **1.3 Agreement:** the agreement by and between the Client and the Contractor regarding the delivery of goods and/or the performance of activities and/or the supply of services

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1.4 General Terms and Conditions: these general terms and conditions.

1.5 Work: the entirety of the stipulated activities, if stipulated including engineering and/or deliveries.

.2 SCOPE OF APPLICATION

2.1 These General Terms and Conditions are applicable to any and all negotiations carried on with, offers made by, oral or written agreements concluded with or on behalf of the Contractor and/or legal acts deriving from the same, by any name whatsoever. They are also applicable to any and all commitments that derive from agreements concluded afterwards by and between the parties.

2.2 These General Terms and Conditions can also be opposed to the Client by employees of the Contractor, its board of directors, and its management. **2.3** Application of general terms and conditions relied on by the Client is expressly rejected.

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2.4 If one or more provisions of these General Terms and Conditions are declared to be null and void and/or nullified then this shall not affect the validity of the other provisions. The null and void or nullified provision shall be replaced by a provision that corresponds as much as possible with the scope and intention of the null and void and/or nullified provision.

2.5 If the Contractor does not always require strict compliance with these General Terms and Conditions then the provisions remain applicable and the Contractor reserves the right to require strict compliance in other instances.

.3 OFFERS AND PROPOSALS

3.1 Any and all offers and/or proposals made by the Contractor are in their entirety subject to contract and are valid for a period of thirty days after the date.

3.2 Revocation of the offer and/or the proposal can, also within the period of thirty days, take place immediately and without stating reasons.

3.3 The documents pertaining to the offer (e.g. drawings, technical descriptions and the like) are as accurate as possible, however they do not have binding effect and remain the (intellectual) property of the Contractor. It is not allowed to use or duplicate the said documents without written consent of the Contractor or to disclose them, in any way whatsoever, to third parties.

3.4 If the Client does not accept the offer and/or the proposal then the Client is required to forthwith return the documents as intended in the previous paragraph to the Contractor and to pay the Contractor a reasonable fee for the activities performed by the Contractor, including in any case the activities performed to prepare the offer and/or the proposal, including underlying design activities.

.4 CONCLUSION OF THE AGREEMENT

4.1 The Agreement is concluded in observance of the General Terms and Conditions at the moment that the Contractor: -has received the written acceptance by the Client or - commences the performance of the Work.

4.2 The Contractor can never be required to commence the performance of the Work before the acceptance as intended in the previous paragraph has been received, the Contractor is in possession of the drawings and other documents and/or data required for the implementation of the Agreement, and the stipulated instalment.

.5 OBLIGATIONS OF THE CLIENT

5.1 The Client is required to enable the Contractor to perform the Work during the normal working hours of the Contractor and under conditions that comply with the statutory safety and other rules.

5.2 The Client shall make and keep the (work) site available to the Contractor in a timely fashion, in such manner that the Contractor can perform its activities in accordance with the stipulated schedule and/or without stagnation or inefficiency.

5.3 The Client ensures that activities and/or deliveries to be performed by third parties, which do not pertain to the Work or the delivery of the Contractor, are performed in such manner that the Contractor does not experience nuisance of the same. The Client is liable for any and all damages resulting from defects and/or unsuitability of the materials, instructions, drawings, designs made available and/or prescribed by the same as also for the consequences of failing (late) delivery of the same. The Client moreover bears the risk of damages due to improper compliance with the Agreement that can be blamed on auxiliary persons and/or auxiliary goods prescribed by the same. The Client bears responsibility for the constructions and methods prescribed by or on behalf of the same, including the influence exerted on the same by the soil condition, as also for the orders and instructions given by or on behalf of the same.

5.4 The Client provides for order and safety at the Work and warrants that the materials and the equipment of the Contractor are not damaged, destroyed, lost, misappropriated or otherwise rendered unusable by the Client or by the third parties hired or admitted to the Work by the Client.

5.5 The Client must provide the Contractor in a timely fashion with the permits, authorisations, exemptions, and the like required for the performance of the Work.

5.6 The Client appoints an expert, competent and permanent point of contact with whom matters regarding and about the Work can be discussed.

5.7 The Client provides for any and all facilities required for the performance of the Work free of charge, including but not limited to:

- a. Good and paved access roads to the work site, suitable for the supply and discharge of equipment and materials to be used by the Contractor for the performance of the Work, including vertical transport, up to the location where the deployment of the materials and equipment is proposed. If this is impossible then the Client must bear the additional costs, in particular the costs for additional labour and equipment for the supply of materials and equipment and/or a different manner of performance.
- b. Lockable, dry, frost and heat resistant storage area(s) of sufficient size for the storage of equipment, materials, also including areas for the storage of fire and/or flammable and/or frost-sensitive (hazardous) chemical substances arranged in conformity with legislation, rules and legislation.
- c. Water, gas, heating, pressurised air, and electricity, both for lighting and power with sufficient current and with easy to connect sockets within a radius of 25 metres from each and every location where the Contractor needs to perform activities.
- d. Connection options for internet, telephone, and facsimile.
- e. Facilities for the separate collection of chemical and building waste.
- f. Canteen areas, washing areas and toilets and access to the same for all the staff hired by the Contractor and/or third parties hired by the Contractor.

5.8 If this is, at the discretion of the Contractor, required then the Client is required to provide the building in which the Contractor performs the Work with glazing or other light transmitting material and to otherwise provide for a work site that is wind- and water-proof and with a relative humidity and temperature geared to the materials to be processed. As long as the Client has not satisfied these preconditions, the Contractor shall not be required to perform activities and the Client shall be liable for the consequently incurred losses (due to delays).

5.9 The Client bears the risk of damages caused by errors or defects of the drawings, calculations, constructions, specifications, and performance rules made available by the same as well as the risk of damages in (components) of the design originating from the Contractor, if and to the extent that it was approved by the same.

5.10 The Client is liable for any and all damages incurred by the Contractor as a result of the obligations as intended in this article and indemnifies the Contractor against any and all claims of third parties in connection with damages that, in pursuance of the General Terms and Conditions, remain at the expense of the Client, including damages as a result of infringements of intellectual and industrial property rights.

5.11 The Client permits the Contractor to place a name sign and advertising at the Work and work site.

5.12 The Client shall refrain from approaching contractors and/or suppliers of the Contractor, subject to forfeiture, without judicial intervention, of a due and payable penalty of €25,000.00 for each and every violation of this provision, without prejudice to the right of the Contractor to claim full damages.

5.13 The Client is responsible and liable for any and all (information about) obstacles in the subsoil, including cables and pipes, irrespective a prior survey into the same by the Contractor.

.6 OBLIGATIONS OF THE CONTRACTOR

6.1 The Contractor is required to cover its liability risk by means of a customary insurance. To this end, it shall at least take out business liability insurance (BLI policy) with a cover of at least €1,000,000.00 per (series of related) event(s).

6.2 The Contractor is, on demand of the Client, required to present a copy of the policy.

6.3 During the performance of the Work, the Contractor observes the rules declared applicable to the same. The consequences of a change in the said rules between the date of the offer and/or proposal and the completion are settled as contract variations.

6.4 The Contractor is always entitled to outsource its obligations on account of the Agreement, either in whole or in part, or to rely on hired labour during the performance of the same.

6.5 The Contractor is, in case of a phased contract, entitled to suspend the start of the next phase up to the moment that the Client has approved the previous phase(s) in writing.

.7 CONTRACT VARIATIONS

7.1 Settlement of extra work takes place after completion of the relevant extra work, settlement of less work takes place with the final settlement. The Contractor is not required to comply with a contract regarding a change in specifications. The Contractor is entitled to suspend the performance of extra work until the Client contracted the said contract addition in writing.

7.2 The following are, in any case, settled as contract variations: - changes in specifications, changes in the Work, the conditions and/or the performance of the Work deviations of amounts of provisional sums and offsettable and/or estimated quantities. In addition, settlement takes place in the instances outlined in the General Terms and Conditions.

7.3 If there is, on balance, question of less work at the final settlement then the Contractor is entitled to a minimum amount of 15% of the difference between the contract price and the contract price after settlement of contract variations.

7.4 The absence of a written contract for extra work shall not affect the settlement claim of the Contractor.

7.5 If the actually occurring dimensions and/or the condition of existing works and premises deviate from that which follows from the information and/or documents made available by the Client or from that which the Contractor could reasonably expect then the Contractor shall be entitled to settlement of its consequently arising costs by way of extra work.

.8 COST-INCREASING CIRCUMSTANCES

8.1 The Contractor shall forthwith inform the Client of cost-increasing circumstances. If the said circumstances cannot be blamed on the Contractor then the additional costs are settled as extra work.

.9 FORCE MAJEURE

9.1 In the event of force majeure the Contractor is, without judicial intervention being required, entitled either to interrupt the implementation of the Agreement for a period of at most 6 months or to terminate the Work in an unfinished condition, without the Contractor being liable to pay any compensation. Any and all costs incurred by the Contractor up to that moment then fall due. The Contractor can also rely on force majeure if the circumstance that hinders or prevents the (further) implementation occurs after the Contractor should have delivered its performance.

9.2 Force majeure is a situation or circumstance that the Contractor should reasonably not have taken into account upon the conclusion of the Agreement and that was unknown to the Contractor. This does, in any case, also include the failing (late) compliance of suppliers or subcontractors of the Contractor with their obligations, transport difficulties, fire, industrial action, work interruptions, loss of materials to be processed, import and trade bans and/or restrictions.

.10 COMPLETION TIME AND DELIVERY

10.1 Completion time and delivery 10.1 The Contractor makes an effort to complete the Work within the stipulated completion time, at least prior to the stipulated date of delivery. The said completion time never comprises, at least the delivery date never is, a fatal deadline. In case of an (expected) overstepping of the completion time or the date of delivery, the Contractor shall inform the Client accordingly. The Contractor shall never be liable for the consequences of a longer completion time and/or a later delivery.

10.2 If the completion time of the Work increases as a result of circumstances that cannot be blamed on the Contractor then the thereto-pertaining additional costs and/or damages of the Contractor are settled as extra work.

10.3 The Work is deemed to have been completed: - if the Contractor informed the Client of the completion of the Work, the Client assessed – where applicable - tested the Work, and approved or accepted the Work; - if the Client has failed to approve or reject or accept the Work within eight days after the written notification of the completion by the Contractor; - if the Client commissions the Work before the Contractor informed the Client of the completion, with the understanding that commissioning of a part of the Work is qualified as completion of that part.

10.4 Defects that do not hinder the use of the Work do not give cause to rejection or non-acceptance of the Work.

10.5 After completion, the Contractor shall no longer be liable for (the consequences of) defects that the Client could have discovered upon completion.

10.6 Upon completion, the risk of the Work transfers to the Client.

10.7 If, in derogation from these General Terms and Conditions, the Agreement does contain a fatal completion deadline or completion time then it is noted that the period within which the Work must be completed can be extended by the Client, either of its own volition or following a corresponding request of the Contractor. If it cannot be required of the Contractor, due to force majeure or due to circumstances that are at the expense of the Client or due to changes in specifications made by or on behalf of the Client or changes in the performance of the Work, that the Work is completed within the stipulated period then the Contractor is entitled to extension of the period.

.11 SUSPENSION, RESCISSION, TERMINATION, AND SETTLEMENT

11.1 The Client is never entitled to suspend or settle its obligations in respect of the Contractor.

11.2 The Contractor is entitled to suspend and/or settle its obligations in respect of the Client with, whether or not exigible, obligations of the Client or of a natural person or legal entity related to the Client in respect of the Contractor.

11.3 If the Client terminates the Agreement in pursuance of Section 764 of Book 7 of the Dutch Civil Code then the Client is, in addition to the compensation as intended in the said Section, required to pay compensation for the damages and additional costs incurred as a result of the termination. Barring evidence to the contrary, the specification of costs and savings of the Contractor shall have binding effect.

11.4 The Client shall immediately, and without a relevant notice of default, be in default if: a winding-up petition or bankruptcy application is filed or (provisional) suspension of payment is requested; the Client loses the right to freely dispose of (a part of) its assets as a result of placing under administration, guardianship, a prejudgment or executory attachment; the Client discontinues, closes, liquidates or transfers its business, either in whole or in part.

11.5 In the instances as intended in article 11.4, and in addition after written notice of default, the Contractor shall be entitled to rescind the Agreement, either in whole or in part, in which instance the Contractor obtains an immediately exigible claim in respect of the Client for compensation for any and all costs already incurred by the Contractor for the benefit of the Work, plus the disadvantage incurred by the Contractor as a result of the fact that full compliance with the Agreement is not taking place, minus the payments that the Client has already made to the Contractor

.12 SECURITY

12.1 The Client is always required to, on demand of the Contractor, provide sufficient security for compliance with its obligations in respect of the Contractor on account of the Agreement.

12.2 As long as the Client, following a request as intended in paragraph 1, fails to provide the requested security, the Contractor shall be entitled to suspend the compliance with its obligations.

12.3 If two weeks have lapsed since the request as intended in paragraph 1, without the Contractor having received the requested security, then the Client shall be in default without a further notice of default and the Contractor shall be entitled to rescind the Agreement, either in whole or in part, according to the provisions set forth in article 11.5.

.13 PRICES AND PAYMENT

13.1 Any and all amounts and prices are exclusive of VAT and are in euro, unless indicated otherwise.

13.2 If the prices of raw materials, materials, energy and/or labour increase after the conclusion of the Agreement, which must be deemed to include a price increase resulting from currency exchange rate differences, then the Contractor shall be entitled to increase the price or prices included in the Agreement, in proportion to the increase of the increased costs and their share in the costs deriving from compliance with the Agreement on the part of the Contractor.

13.3 If performance of the Work on a cost- plus basis was agreed then the Contractor shall invoice the hours actually worked and the materials on the basis of previously stipulated rates, risk and mark-ups or, failing the same, on the basis of the commercial rates of the Contractor applicable at the time of performance. The administration of the Contractor kept in this respect of hours and materials shall have binding effect.

13.4 Payment of any and all invoices must take place within 14 days after the date of the invoice.

13.5 The Contractor is entitled to invoice in instalments in proportion to the progress of the Work and to send advance invoices.

13.6 The invoice sent by the Contractor is deemed to have been approved if the Contractor did not receive substantiated objections from the Client within seven calendar days after the despatch of the invoice.

13.7 Any and all payment periods, in these General Terms and Conditions and in the Agreement and on the invoice, are fatal deadlines. If payment does not take place in a timely fashion then the Client shall be in default without a further notice of default and the Client shall be liable to pay the statutory commercial interest (Section 119a of Book 6 of the Dutch Civil Code) plus two percentage points on the outstanding balance, in addition to compensation for the full (collection) costs reasonably incurred by the Contractor, including the costs of external service providers, e.g. legal counsels and lawyers.

.14 RESERVATION OF TITLE

14.1 The Contractor remains, until the Client has complied with all its obligations by virtue of and related to the Agreement, owner of any and all goods (materials and parts) that were delivered to the Client and/or installed by the Contractor for the performance of the Work. To the extent that an installed good is no longer the property of the Contractor due to accession, the Client shall be liable to pay the Contractor compensation equal to the scope of the, as the occasion arises, unpaid invoices of the Contractor.

.15 INTELLECTUEEL EIGENDOM

15.1 Unless stipulated otherwise, the Contractor reserves any and all copyrights and other intellectual property rights in respect of the offers made, the designs, samples, images, drawings, (test) models and other documents created by the same.

15.2 The Client is required to, on demand of the Contractor, return the (physical carriers of the) assets, data and documents as intended in the previous paragraph to the Contractor.

15.3 Barring express and written consent of the Contractor, the Client is not allowed to make (copies of) the assets, data and/or other documents as intended in this article available to third parties. In all other instances the Client shall be required to keep any and all information received from the Contractor, in any form whatsoever, strictly confidential. If the Client acts in violation of this confidentiality obligation then the Client forfeits, without judicial intervention being required, an immediately claimable penalty of €25,000.00, without prejudice to the claim of the Contractor for full damages.

.16 SAMPLES AND MODELS

16.1 If the Contractor showed or made a model, sample or example available to the Client then this is merely by way of general indication or illustration. The capacity of the goods to be delivered can differ from the provided model, sample or example and never qualifies for any form of claim.

.17 WARRANTY

17.1 In the event of defects in the performance of the Contractor that had already been present upon completion / delivery but that only manifest themselves within six months thereafter, the Contractor shall replace them at no charge.

17.2 This warranty obligation only extends to the removal of defects that were reasonably undetectable at the time of the completion / delivery and that manifest themselves during normal and judicious use of the Work. The Contractor is not required to remedy defects that are the result of injudicious use, insufficient maintenance, changes made without consent of the Contractor and/or normal wear and tear. Nor shall the Contractor be required to remedy defects for which, in pursuance of articles 5.3 and 5.9 of these General Terms and Conditions, the Client is liable.

17.3 The Client cannot rely on the warranty included in this article if the Client did not: forthwith after detection of a detected defect (detected defects) inform the Contractor accordingly in writing; render plausible that the defect(s) must be blamed on the inferior capacity or the inferior performance of the Work or – if and to the extent that the engineering originates from the Contractor – is (are) the direct result of an imputable failure of the Contractor, barring the provisions set forth in article 5.9; lend any and all cooperation in enabling the Contractor to remedy the defect(s).

17.4 If it becomes apparent that a complaint is unfounded or inadmissible then the costs incurred by the Contractor in connection with the examination of the complaint and remedy of the alleged failure shall be at the expense of the Client.

17.5 If the costs of the remedy are, at the discretion of the Contractor, not reasonably proportionate to the interest of the Client in the remedy then the Client shall merely be entitled to compensation.

.18 LIABILITY OF THE CONTRACTOR

18.1 Prior to completion the Contractor is required to repair damages to the Work at its own expense, unless the said damages were not caused by the same or it is otherwise unreasonable for the damages to be at the expense of the Contractor. The Contractor shall be liable for damages inflicted on persons or property other than the Work to the extent that the said damages are the result of the performance of the Work and the culpability of the Contractor or auxiliary persons hired by the same, if and to the extent that the said liability is covered by the insurance of the Contractor. The provisions set forth in this paragraph are also applicable if damages arise during the performance of warranty activities by the Contractor. The Contractor shall never be liable for consequential damages of the Client or third parties, including, in any case, trading losses and lost turnover and/or profit.

18.2 After completion the Contractor shall no longer be required to comply with the warranty obligation as intended in article 17. The Contractor shall only be liable for damages of the Client as a result of defects as intended in article 17 if and to the extent that the said damages are covered by its insurance.

18.3 The Contractor cannot be held to more than compliance with its warranty obligation or compensation for damages other than damages as intended in articles 18.1 and 18.2.

18.4 The limitation of liability set forth above is not applicable in the event of intent or gross negligence of the Contractor or its managerial subordinates.

18.5 Each and every claim for warranty and/or compensation on account of defects or that manifested themselves prior to the completion or incurred damages expires if the relevant claim has not been filed at the latest on the day of completion. Each and every claim for warranty and/or compensation on account of defects that manifested themselves after the completion or incurred damages expires if the claim has not been filed at the latest within one month after the occurrence of the relevant damages.

18.6 Each and every legal claim of the Client for compensation and/or remedy expires after a period of one year has lapsed after the Client has filed a relevant complaint and, in any case, five years after completion.

.19 DELIVERY OF GOODS

19.1 If the Work also or exclusively comprises the delivery of goods by the Contractor then the delivery takes place at the stipulated location. Failing a stipulated location, the delivery takes place at a warehouse at the building site, at least as close as possible to the same. If the Contractor cannot reach the stipulated delivery location or the building site then it can, at its sole discretion, suspend the delivery or deliver at a location designated by the Client at a charge.

19.2 Delivery takes place in the stipulated manner and at the stipulated time. The stipulated date of delivery is not a fatal deadline for the Contractor and is qualified as a target date. Upon delivery the Client, at least an authorised representative in conformity with article 5 paragraph 6, must be present on site to take delivery of the goods and must also make equipment, e.g. cranes and (forklift) trucks required for the unloading of the delivered goods, available.

19.3 Upon delivery, the Client is required to immediately check the delivered goods on external appearance and quantity. Each and every reliance on and each and every legal claim on account of non-conformity expires after a period of two months after delivery has expired.

.20 CHOICE OF LAW AND FORUM

20.1 Dutch law is applicable to the Agreement and any and all agreements that derive from the same, with the exclusion of the applicability of the Vienna Sales Convention.

20.2 Any and all disputes that derive from or are the result of the Agreement are, at the discretion of the Contractor, settled by the Dutch (civil) court or the Arbitration Board for the Building Industry (with applicability of the arbitration rules as applicable three months prior to the day that the dispute is brought). If the Client wants to bring a dispute then it shall inform the Contractor accordingly, which shall be granted a period of at least five working days to communicate its choice for the Arbitration Board for the Building Industry or the Dutch (civil) court.

20.3 If the Client is a natural person who does not act in the course of a profession or business – which Client shall hereinafter be referred to as a “Consumer Client” – then the latter shall be entitled to bring a dispute to the Arbitration Board for the Building Industry or the ordinary court.

20.4 If the Contractor intends to bring a dispute against a Consumer Client before the Arbitration Board for the Building Industry then the Contractor shall inform the Consumer Client accordingly in writing or electronically and grants them a period of at least one month to opt for settlement by the ordinary court. The Contractor shall be bound by the choice communicated by the Consumer Client in a timely fashion pursuant to this paragraph. If the Consumer Client did not communicate a preference in writing or electronically to the Contractor within the imposed time limit then the Contractor shall be free to have the dispute settled by the Arbitration Board for the Building Industry.

.21 OTHER PROVISIONS

21.1 If parts of the information and/or documents made available by the Client are mutually incompatible then, unless a different intention derives from the said information and/or documents, the order of priority is determined on the basis of the following rules:

- a. New written or signed document takes precedence over an old written or signed document;
- b. The description takes precedence over a drawing;
- c. A special rule takes precedence over a general rule; general rule; with the understanding that rule a takes precedence over rules b and c, and rule b takes precedence over rule c. If application of these rules does not offer a solution then the incompatibility is, in observance of equity, interpreted to the detriment of the party by or on whose behalf the aforementioned information and/or documents are respectively were drawn up.

21.2 In addition to these General Terms and Conditions, the Uniform Administrative Conditions for the Execution of Works 2012 (UAV 2012) are applicable. If a provision set forth in these General Terms and Conditions is at odds with the UAV 2012 then these General Terms and Conditions shall prevail.

.22 PROVISIONS IN CONNECTION WITH THE GENERAL DATA PROTECTION REGULATION (GDPR)

22.1 The Contractor commits to process personal data under the authority of the Client and on account of the Agreement in the context of compliance with statutory obligations, staff administration in general, administration, payment processing, communication and information about the implementation of the Agreement, delivery and/or shipment of goods and services, as well as the purposes that are reasonably related to the same or that are established with further written consent. The Contractor shall not process the personal data for any other purpose.

22.2 The Contractor processes: Type of personal data: name and address details, gender, date of birth, telephone number, email address, civil service number (BSN), other personal data that are actively made available by the data subjects, location details, bank account number. Category of data subjects: contact persons of the Client / customers / suppliers, debtors, employees, self-employed persons, payrollers.

22.3 The Contractor does not control the purpose and the resources for the processing of the personal data and does not reach decisions about the use of the personal data, the disclosure to third parties, and the duration of the retention of the personal data. By law, the Client is required to ensure that it complies with the GDPR and other (privacy) legislation and regulations and to determine as to whether there is question of a lawful basis for the processing.

22.4 The Contractor takes appropriate technical and organisational measures in order to secure its processing acts of the personal data against loss or against any form of unlawful processing. The Contractor guarantees that the security measures comply with a level that, in consideration of the state of the art, the sensitivity of the personal data, and the costs inherent to the imposition of the security, is not unreasonable.

22.5 If there is question of a data breach in respect of the security of the personal data then the Contractor shall inform the Client accordingly by email and telephone forthwith after observation of the same. The Contractor shall forthwith provide the Client with any and all requested information. The notification of a data breach to the Dutch Data Protection Authority and to (potential) data subject(s) is always the responsibility of the Client.

22.6 The Contractor shall only be liable for direct damages incurred by the Client if the direct damages are the direct result of an imputable failure of the Contractor to comply with the obligations of the Contractor on account of the Agreement or on account of an unlawful act. The Contractor shall never be liable for indirect damages (including in any case trading losses, losses due to delays, lost profit). Each and every liability of the Contractor shall be limited to the amount that is, as the occasion arises, actually paid by virtue of business liability insurance taken out by the Contractor . If the Contractor cannot file a (complete) legally valid claim pursuant to its liability insurance then its liability shall be limited to €500.00 per event or data breach. The Contractor can only be addressed in court on account of an imputable failure to comply or an unlawful act up to one year after the delivery of its performance