

ARTICLE 1: DEFINITIONS

1. In these General Terms and Conditions, the following terms have the following meanings:

Agreement:	the agreement to provide services.
Client:	user's counterparty to an Agreement.
Consumer:	any natural person acting for purposes outside their business or professional activity.
Personal Data:	any information about an identified or identifiable natural person, as referred to in Article 4 under 1 of the General Data Protection Regulation (GDPR), provided by Client and/or processed by User in the context of the performance of the Agreement.
NEVOA:	the professional organisation for corporate legal advisers in the Netherlands, see www.nevoa.nl
User:	any natural or legal person who, at the time these General Terms and Conditions are declared applicable, is a member of or has members with NEVOA.

ARTICLE 2: APPLICABILITY

1. These General Terms and Conditions apply to all legal relationships between User and Client to which User has declared these General Terms and Conditions applicable.
2. These General Terms and Conditions also apply to all agreements with User, the performance of which requires the involvement of third parties.
3. Any amendments to these General Terms and Conditions are only valid if they have been expressly agreed in writing between User and Client.
4. The applicability of any purchase or other conditions of Client is expressly rejected.
5. If one or more provisions in these General Terms and Conditions are void or nullified, the other provisions of these General Terms and Conditions will remain fully applicable. User and Client will then consult with each other in order to agree on new provisions to replace the void or nullified provisions, taking into account as much as possible the purpose and purport of the original provision.

ARTICLE 3: OFFER, CONFIRMATION OF THE ASSIGNMENT AND FORMATION OF AGREEMENT

1. All offers made by User are without obligation.
2. An Agreement is concluded at the moment that 1) the offer is accepted in writing by Client, 2) if User has confirmed an assignment from Client in writing, or 3) if User has commenced the assignment. User is free to prove that the Agreement has been concluded in another way.
3. The amounts stated in the offer or confirmation of the assignment are exclusive of VAT and other government levies, as well as any costs to be incurred in the context of the Agreement, including disbursements, shipping and administration costs, unless otherwise indicated.
4. If the acceptance deviates (whether on minor points or not) from the proposal included in the offer, User will not be bound by it. The Agreement will then not be concluded in accordance with this deviating acceptance, unless User indicates otherwise.
5. A compound offer does not oblige User to perform part of it at a corresponding portion of the quoted fee.
6. Offers do not automatically apply to any future assignments.
7. In the event of contradictions between these General Terms and Conditions and the Agreement, the terms included in the Agreement will prevail.

ARTICLE 4: PERFORMANCE OF THE AGREEMENT

1. User will perform the Agreement, or have it performed, to the best of their knowledge and ability. User cannot, however, guarantee the achievement of any intended result.
2. An assignment is accepted and executed exclusively by User, not by or on behalf of an individual employee of User, regardless of whether Client has granted the assignment explicitly or tacitly with a view to its execution by a specific employee or specific employees of User. Sections 7:404 and 7:407(2) of the Dutch Civil Code are explicitly excluded. This provision has also been stipulated for the benefit of all legal and natural persons, including third parties, engaged by User in the performance of the work. If and insofar as a proper performance of the Agreement so requires in the opinion of User, User will be entitled to have certain activities performed by third parties.
3. Client will ensure that all information and documents which User indicates are necessary for correct performance of the Agreement or which Client should reasonably understand are necessary for that purpose, are provided to User in time, in the desired form and manner. Client is obliged to promptly inform User of any facts and circumstances that may be relevant to the performance of the Agreement.
4. Client guarantees the accuracy, completeness and reliability of the information and documents provided to User, even if they originate from third parties.
5. User is not liable for loss, of whatever nature, resulting from User relying on any incorrect and/or incomplete information and documents provided by Client.
6. If the information or documents required for the performance of the Agreement are not, not timely or not properly provided to User, User will be entitled to suspend the performance of the Agreement and/or to charge Client for the additional costs and additional fee resulting from the delay in the performance of the Agreement in accordance with the agreed rates.
7. If it has been agreed that the Agreement will be performed in phases, User may suspend the performance of those parts belonging to a subsequent phase until Client has approved the results of the preceding phase in writing.
8. If work is performed by User or persons or third parties engaged by User in the context of the Agreement at Client's location or a location designated by Client, Client will ensure the necessary facilities for this purpose free of charge.
9. Client indemnifies User against any claims by third parties who suffer loss in connection with the performance of the Agreement and which is attributable to Client.
10. Client waives the right to hold natural or legal persons employed by or associated with User, liable on account of attributable failure or wrongful act.

ARTICLE 5: AMENDMENTS TO THE AGREEMENT

1. If, during the performance of the Agreement, it appears that modifying or supplementing the work to be performed is necessary for proper performance, the Parties will timely amend the Agreement accordingly in mutual consultation.
2. If the Parties agree that the Agreement will be amended or supplemented, this may affect the time of completion of the performance. User will inform Client thereof as soon as possible.
3. If the amendment or supplement to the Agreement will have financial and/or qualitative consequences, User will inform Client thereof in advance.
4. If a fixed fee has been agreed, User will also indicate to what extent the amendment or supplement to the Agreement will result in an overrun of this fee.
5. User may only perform additional work and charge Client for additional costs beyond what has been agreed if Client has given prior consent, unless such work falls within User's duty of care.
6. If Client is a Consumer, the consequences of any amendment or supplement to the Agreement as mentioned in paragraphs 2, 3 or 4 will only take effect if Client has agreed thereto.

ARTICLE 6: CONTRACT DURATION AND EXECUTION PERIOD

1. The Agreement between User and a Client is entered into for an indefinite period, unless the content, nature or purport of the Agreement dictates otherwise or the Parties explicitly agree otherwise in writing.
2. If Client is required to make an advance payment or to provide data or documents necessary for performance, the period within which the work must be completed will not commence until the full

advance payment has been received or all required data or documents have been provided by Client, respectively.

3. If a specific period has been agreed for the completion of certain work within the duration of the Agreement, this will never constitute a strict deadline (“fatale termijn”). If the execution period is exceeded, Client must therefore issue a written notice of default to User.

ARTICLE 7: FEE

1. When concluding the Agreement, the Parties may agree on a fixed fee or a fee based on actual time spent at an hourly rate, unless agreed otherwise.
2. If no fixed fee is agreed, the fee will be determined based on actual time spent. The fee will be calculated according to User’s hourly rate applicable during the period in which the work is performed. If Client is a Consumer, User will provide Client with sufficient information before concluding the Agreement to enable Client to make their decision to conclude the Agreement with due care and knowledge of the economic consequences.
3. User is entitled to periodically revise the hourly rate. This revision is based, among other factors, on changes in the price index for business services but may also reflect increased qualifications and experience of the legal professional performing the work.
4. If, after the Agreement has been concluded but before it has been fully performed, wages and/or prices change, User will be entitled to make an interim adjustment to the fee or hourly rate. User will then specify the extent and the effective date of the increase.
5. Client is entitled to terminate the Agreement if the fee or hourly rate is increased within three months of entering into the Agreement. After expiry of this period, Client is entitled to terminate (“ontbinden”) the Agreement if the increase exceeds 10%. Client is not entitled to terminate the Agreement if the increase in the fee or hourly rate results from a statutory power.
To avoid ambiguity, if Client is a Consumer, pursuant to Article 11(1), Client has the right to terminate the Agreement at any time without a notice period, including in cases where User increases the fee or hourly rate pursuant to paragraphs 3 or 4.
6. User’s fee, where applicable increased by disbursements, costs, and invoices from engaged third parties, will be invoiced to Client monthly or after performance of the Agreement, unless User and Client have agreed otherwise.
7. All amounts owed by Client to User are subject to turnover tax (VAT), which will be invoiced separately.

ARTICLE 8: PAYMENT

1. If Client is a Consumer, Client must pay the invoice sent by User within 14 days of the invoice date. If Client is not a Consumer, payment of the invoice sent by User, without any deduction, discount, or setoff, must be made within 14 days of the invoice date. In addition, payment must be made in euros by means of deposit into a bank account designated by User. Unless Client is a Consumer, objections to the amount of the invoices, or complaints within the meaning of Article 10, do not suspend Client’s payment obligation.
2. If Client fails to pay in full and in time (within the period specified in Article 8(1), Client will be in default by operation of law, without further notice of default being required. Client will then owe the statutory interest, or the statutory commercial interest (in the case of business transactions). The interest on the amount due and payable will be calculated from the day Client is in default until the day of full payment.
3. User will always be entitled to request an advance payment for the payment of their work, disbursements and/or costs.
4. If, in User’s opinion, Client’s financial position or payment behaviour gives cause to do so, User will be entitled to demand that Client immediately provides security (or additional security) in a form to be determined by User. If Client fails to provide the requested security, User will be entitled, without prejudice to their other rights, to immediately suspend the further performance of the Agreement and all that Client owes User on any account whatsoever will be immediately due and payable. In the event of liquidation, bankruptcy, suspension of payments or debt restructuring or attachment at Client’s expense, all that Client owes User will also immediately be due and payable.
5. User is entitled to apply payments made by Client firstly to reduce the costs, then to reduce any interest that has fallen due and finally to reduce the principal sum and accrued interest.

6. User may, without thereby entering into in default, refuse an offer to pay if Client designates a different order for the allocation.
7. User may refuse full repayment of the principal sum if this does not include the interest due and accrued as well as the costs.
8. If the Agreement is entered into by two or more Clients, insofar as the work is performed for the benefit of the joint Clients, they are jointly and severally liable for payment of the amounts due.

ARTICLE 9: INTEREST AND COLLECTION COSTS

1. If Client is a Consumer and has not or not fully complied with the payment obligation after the expiry of the first payment term, as mentioned in Article 8(1), User will send Client a written demand for payment of the outstanding amount and the statutory interest thereon within a second term of 14 days, while announcing the extrajudicial collection costs according to the graduated scale for extrajudicial collection costs (BIK). If Client has not or not fully complied with the payment obligation within the second payment term, the extrajudicial collection costs will be due, as well as the statutory interest on the extrajudicial costs from the day they become due. If Client is an entrepreneur or legal entity and has not or not fully complied with the payment obligation after the expiry of the first payment term, as mentioned in Article 8(1), the extrajudicial collection costs according to the graduated scale (BIK), as well as the statutory commercial interest on the extrajudicial costs will be due immediately (without a demand being required).
2. If Client has not or not fully complied with their payment obligations after the expiry of the deadline, User will be entitled to take legal action against Client. All judicial and/or execution costs, which the User has had to incur as a result of Client's non-compliance, will then also be borne by Client.

ARTICLE 10: CLAIMS AND COMPLAINTS

1. A complaint regarding the work performed or about the invoice sent must be communicated to User in writing within 30 days after the work performed or within 30 days after the invoice date, or in writing within 14 days after the discovery of a defect (provided that Client can prove that they could not reasonably have discovered the defect earlier). The complaint must contain as detailed a description of the shortcoming as possible, so that User will be able to assess the complaint and respond to it adequately. If the complaint is not lodged in time and in accordance with the provisions of this paragraph, all Client's rights in connection with the complaint will lapse.
2. Unless Client is a Consumer, a complaint or claim does not suspend the Client's payment obligation, unless User has notified Client that User considers the complaint or claim to be justified.
3. In the event of a complaint or claim deemed well-founded by User, User will have the choice between adjusting the invoice, making an improvement free of charge or performing the agreed work again.
4. If the subsequent performance of the agreed work is no longer possible or useful, User will only be liable within the limits of Article 14.
5. Complaints regarding the manner in which the User performs their professional practice may, in accordance with the regulations for complaints and disciplinary matters, ultimately be submitted to the NEVOA disciplinary board ("Raad van Tucht").

ARTICLE 11: TERMINATION BY GIVING NOTICE AND CANCELLATION

1. Either Party may terminate the Agreement by giving notice ("opzeggen") in writing with immediate effect at any time.
2. In the event of termination by giving notice, Client will be bound to pay the invoices for work performed up to that time, as well as any expenses related to the performance of the Agreement insofar as they are not included in the fee or wages. The provisional results of the work performed up to that time will therefore be made available to Client subject to confirmation.
3. If the Agreement is terminated prematurely by User, User will, in consultation with Client, arrange for the transfer of any work still to be performed to third parties, unless the termination is based on facts and circumstances attributable to Client.
4. Unless Client is a Consumer, if the transfer of the work involves additional costs for User, these will be charged to Client.
5. Unless Client is a Consumer, if an Agreement with an agreed fixed fee is cancelled ("geannuleerd") by Client, User will be entitled to 100% of the agreed fee.

6. If Client is a Consumer, and the Agreement ends before the assignment that is the subject of the Agreement has been completed or the time for which this assignment was granted has expired, and the indebtedness of the fee or wage is dependent on the completion or expiry of that time, User will be entitled to a part of the fee or wage to be reasonably determined. User will only be entitled to the full fee or wage if the end of the Agreement is attributable to Client and the payment of the full fee or wage is, in view of all circumstances of the case, reasonable. The savings that accrue to User due to the premature termination will be deducted from the fee or wage.

ARTICLE 12: SUSPENSION AND TERMINATION

1. User is entitled to suspend the performance of its obligations or to terminate (“ontbinden”) the Agreement if:
 - a. Client does not, not fully or not timely fulfil the obligations under the Agreement.
 - b. After the conclusion of the Agreement, circumstances come to the knowledge of User which give good reason to fear that Client will not fulfil their obligations. If there is a well-founded fear that Client will only partially or improperly fulfil their obligations, termination or suspension will only be permitted insofar as the shortcoming justifies it.
 - c. Client was requested to provide security for the fulfilment of their obligations under the Agreement when the Agreement was concluded and this security has not been provided or is insufficient.
2. Unless Client is a Consumer, User is entitled to terminate the Agreement or have it terminated if circumstances arise of such a nature that compliance with the Agreement becomes impossible or can no longer be demanded in accordance with standards of reasonableness and fairness, or if other circumstances arise of such a nature that unaltered maintenance of the Agreement can no longer reasonably be expected.
3. If the Agreement is terminated, User's claims against Client will immediately be due and payable. If User suspends the performance of their obligations, User will retain their claims under the law and Agreement.
4. User will always retain the right to claim compensation.

ARTICLE 13: RETURN OF DATA OR DOCUMENTS PROVIDED

1. If User has provided data or documents to Client during the performance of the Agreement, Client will be obliged to return these within 14 days in their original state, free from defects and in full, at User's first request.
2. If, for whatever reason, Client still remains in default with the obligation mentioned under 1. after being warned to do so, all resulting damage and costs, including replacement costs, will be borne by Client.
3. Where necessary for the performance of the Agreement, copies of original data or documents which Client has made available to User will be included in the User's file. If and insofar as Client so requests, these data or documents will be returned to Client at the end of the Agreement.

ARTICLE 14: LIABILITY

1. If User should be liable, on any basis whatsoever, this liability is limited to what is regulated in this provision.
2. If Client is a professional party or acts in the course of a profession or business, the following applies.
 - a. If Client proves that they have suffered loss due to an attributable act or omission by User or their subordinates which would have been avoided in case of careful and professional action (“error”), the following applies. User's total cumulative liability for the loss as stipulated in paragraph 2.c in connection with the entire legal relationship between Client and User will never exceed the amount invoiced by User to Client over the 6 months preceding the error, on the understanding that - with due observance of the foregoing - User's total cumulative liability for each error will never exceed the invoiced amount of the relevant Agreement under which the error took place, or at least of that part of the Agreement to which the liability relates. In this regard, multiple errors that have the same cause, result from each other or are related to each other will be considered as one error. Any such error will be deemed to have occurred at the time of the first error in the series. Notwithstanding the foregoing, the total cumulative liability in connection with the entire

legal relationship between Client and User will under no circumstances exceed the applicable limits under the professional liability insurance taken out by User.

- b. User will at all times be entitled to prevent or reduce, as far as possible, any loss suffered or incurred by Client.
 - c. Loss exclusively means damage to persons, damage to property and direct financial loss.
 - d. User will never be liable for indirect loss, including consequential loss, loss of profit, lost savings and loss due to business interruption.
 - e. The limitations of liability for loss included in these terms and conditions do not apply if the loss is due to intent or wilful recklessness on the part of User or their managerial subordinates.
 - f. The limitations of liability laid down in this Article are also stipulated for the benefit of persons or third parties engaged by User, who may therefore directly invoke these limitations of liability.
 - g. User does not guarantee the correct and complete transmission of the content of an email or postal item sent, nor the timely receipt thereof.
3. If Client is a Consumer, the following applies.
- a. If Client proves that they have suffered loss due to an attributable act or omission by User or their subordinates (“error”), the following applies. User’s total, cumulative liability in connection with the entire legal relationship between Client and User is limited to the amount actually paid out under the professional liability insurance(s) taken out by User plus the amount of the excess. User’s total, cumulative liability per error is limited to the amount paid out under the professional liability insurance(s) taken out by User in the relevant case plus the amount of the excess.
 - b. If, for whatever reason, the insurer does not pay out under the aforementioned insurance, or if User was unable to take out professional liability insurance, User’s total cumulative liability in connection with the entire legal relationship between Client and User will never exceed the amount invoiced by User to Client over the 6 months preceding the error, on the understanding that - with due observance of the foregoing - User’s total cumulative liability for each error will never exceed the invoiced amount of the relevant Agreement under which the error took place, or at least of that part of the Agreement to which the liability relates.
 - c. In this regard, any multiple errors that have the same cause, result from each other or are related to each other will be considered as one error. Any such error will be deemed to have occurred at the time of the first error in the series.
 - d. The stipulations of these General Terms and Conditions have also been made - and constitute irrevocable third-party clauses - for the benefit of whoever performs an Agreement between Client and User based on any legal relationship with User or is involved in that performance, including third parties engaged by User.

ARTICLE 15: INDEMNIFICATIONS

1. Client indemnifies User against claims of third parties regarding intellectual property rights on data or documents provided by Client, which are used in the course of performance of the Agreement.
2. If Client provides User with data carriers, electronic files or software, etc., Client indemnifies User against any damage caused by viruses and defects.
3. Client indemnifies User against claims from third parties for any loss caused by Client providing User with incorrect or incomplete information.
4. Client indemnifies User against all claims from third parties - including shareholders, directors, supervisory directors and staff of Client, as well as affiliated legal entities and companies and others involved in Client's organisation - which arise from or are related to User's work for Client.
5. Client also indemnifies User against third-party claims in which User is regarded as a co-perpetrator along with Client.

ARTICLE 16: TRANSFER OF RISK

1. The risk of loss of or damage to the goods that are the subject of the Agreement will pass to Client at the moment they are legally and/or actually delivered to Client and thus come under the control of Client or a third party designated by Client.

ARTICLE 17: FORCE MAJEURE

1. The Parties will not be obliged to fulfil any obligation if they are prevented from doing so as a result of a circumstance that is not due to fault, and for which they are not accountable either pursuant to the law, a legal act or generally accepted practice (“force majeure”).
2. In these General Terms and Conditions, force majeure is defined, in addition to its definition in law and case law, as illness of User, or of persons or third parties engaged by User, as well as all external causes, foreseen or unforeseen, on which User cannot exert any influence, but which prevent User from fulfilling their obligations.
3. Unless Client is a Consumer, User is also entitled to invoke force majeure if the circumstance preventing compliance (or further compliance) occurs after User should have fulfilled their obligations.
4. During the period that the force majeure continues, the Parties may suspend their obligations under the Agreement. If this period lasts longer than two months, each of the Parties will be entitled to terminate (“ontbinden”) the Agreement, without any obligation to compensate the other Party for any loss.
5. Insofar as, at the time force majeure occurs, User has already partially fulfilled their obligations from the Agreement or will be able to fulfil them, and independent value can be attributed to the fulfilled or to-be-fulfilled part respectively, User will be entitled to invoice the fulfilled or to-be-fulfilled part separately. Client is obliged to pay this invoice as if it were a separate agreement.

ARTICLE 18: CONFIDENTIALITY

1. Both Parties are obliged to keep confidential all confidential information, including Personal Data, which they have obtained from each other or from other sources in the context of their Agreement, unless one of the Parties has a legal or professional duty to disclose or if one Party has released the other Party from the duty of confidentiality in writing. Information is considered confidential if this has been communicated by the other Party or if this results from the nature of the information. User will impose their obligations under this provision on third parties engaged by User.
2. Notwithstanding the first paragraph of this Article, if User acts for themselves in disciplinary, civil or criminal proceedings, they will be entitled to use the data and information provided by or on behalf of Client, as well as other data and information of which they have become aware in the course of performance of the Agreement, insofar as, in their opinion, the data and information may be of importance in their defence.
3. If, on the basis of a statutory or professional obligation, User is obliged to provide confidential information to a third party, and User cannot invoke the provisions of this Article in this respect, User will not be obliged to pay compensation or indemnification and the other party will not be entitled to terminate the Agreement on the basis of any loss caused by this.
4. Subject to User's explicit prior written consent, Client is not permitted to publish or otherwise make available to third parties the content of User's advice, opinions or other written statements. This does not apply if this follows directly from the Agreement.

ARTICLE 19: INTELLECTUAL PROPERTY AND COPYRIGHT

1. Without prejudice to the other provisions of these General Terms and Conditions, User reserves all rights with regard to products of the mind, which User uses, has used or has developed within the framework of the performance of the Agreement, insofar as they arise from the law.
2. All documents provided by User, such as advice, (model and other) agreements and other intellectual products, are exclusively intended to be used by Client and may not be reproduced, disclosed, exploited or brought to the notice of third parties by Client without User's prior written consent, unless the nature of the documents provided dictates otherwise.
3. User retains the right to use the knowledge gained by carrying out the work for other purposes, provided that no confidential information is disclosed to third parties.

ARTICLE 20: PROCESSING OF PERSONAL DATA

1. If and insofar as User processes Personal Data within the framework of performing the Agreement, User will be deemed to be the controller within the meaning of the applicable privacy legislation with regard to such processing, even if it involves processing Personal Data provided by Client to User for the performance of the Agreement. The Parties are each obliged to process the Personal Data

carefully in accordance with their obligations under the applicable privacy legislation, including the GDPR and the General Data Protection Regulation (Implementation) Act (UAVG). Client guarantees that Personal Data provided to User have been lawfully collected on the basis of one of the bases mentioned in Article 6 of the GDPR.

2. User will not provide the Personal Data provided by Client and/or other Personal Data collected in the context of the assignment to third parties, unless, in User's opinion, such provision is necessary in the context of performing the Agreement or when User is statutorily required to do so.
3. User will ensure appropriate technical and organisational measures to ensure the security of Personal Data against loss, modification and/or unauthorised access, taking into account the state of the art, implementation costs, as well as the nature, scope, context and risks for the Personal Data and the data subjects.
4. In the event of a security incident relating to Personal Data processed under the Agreement resulting in the destruction, loss or alteration of Personal Data or unauthorised access to Personal Data (a "data breach"), the Parties will inform each other as soon as possible, but no later than 48 hours after discovery, and consult with each other about the approach and settlement of the incident. The Parties will mutually provide each other with the necessary cooperation in order to limit the adverse consequences of the security incident for the data subjects as much as possible and to determine the cause of the security incident. Where necessary, the controller will notify the Dutch Data Protection Authority (or other competent authority) and/or provide information to data subjects in accordance with privacy legislation. Under no circumstances will Client make such a notification or communication in respect of processing operations for which User is responsible.
5. Where necessary, Client will inform data subjects about the provision of their personal data to User within the framework of the performance of the Agreement in accordance with Article 13 of the GDPR.
6. User may fulfil their information obligations under Article 13 and/or 14 of the GDPR by publishing a general privacy statement on their website.
7. The Parties will each individually handle a request or objection from a data subject in accordance with applicable privacy legislation. In that case, the Parties will consult with each other regarding the response to such a request or objection.
8. Where appropriate, the Parties will immediately inform each other of any investigation by a supervisory authority or other cause that could lead to an intention by a supervisory authority to impose a fine or order subject to a penalty in relation to the processing of Personal Data under the Agreement. User is not liable for any loss resulting from Client's failure to comply with applicable laws and regulations. Client also indemnifies User against claims of third parties in connection with Client's non-compliance with Client's obligations under the applicable privacy legislation. The indemnification applies not only to the loss suffered by third parties (material but also immaterial), but also to the legal costs reasonably incurred by User as a result of such a claim, such as, for example, court fees and lawyer's fees, and any fines imposed on User.
9. User will not retain personal data for longer than necessary within the framework of the performance of the Agreement or, if this period is longer, User's retention obligations under the law.

ARTICLE 21: EXPIRY PERIOD

1. Insofar as not stipulated otherwise in these General Terms and Conditions, claims and other powers of Client for whatever reason with respect to User in connection with the performance of work by User will lapse in any case one year after the date on which the invoice for the relevant work was sent.

ARTICLE 22: APPLICABLE LAW, DISPUTES AND CHOICE OF FORUM

1. All Agreements between User and Client will be governed by Dutch law.
2. The Parties will try to solve all disputes that may arise as a result of these General Terms and Conditions, the related agreement(s) and the performance thereof in joint consultation, or, if necessary, with the help of mediation in accordance with the regulations of the Dutch Federation of Mediators (MfN), as they read on the starting date of the mediation. Only if it is established that the Parties cannot resolve their disputes through mediation, they will resort to the courts.
3. All disputes between User and Client will be settled by the competent court in the district where User has their place of business. Nevertheless, User is entitled to submit the dispute to the court competent according to the law. In the event that Client is a Consumer, Client is entitled to opt for

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settlement of the dispute by the court competent according to law during a term of one month after User has invoked this Article 22(3) in writing towards Client.

ARTICLE 23: AMENDMENT AND LOCATION OF THE TERMS AND CONDITIONS

1. These terms and conditions have been filed at the office of the Chamber of Commerce in Utrecht, the Netherlands.