

## **GENERAL TERMS AND CONDITIONS of “RNM International B.V.”**

Delivery of goods and performance of work (other than secondment)

registered and listed with the Chamber of Commerce under file reference number ...

### **article 1. General**

1. These conditions apply to every quotation, offer and agreement regarding the delivery of goods and/or performance of work – other than secondment – between “RNM International B.V.”, hereinafter referred to as: the “User”, and the Other Party, with regard to which the User has declared these terms and conditions applicable, insofar as the parties have not explicitly derogated from these conditions in writing.
2. These general terms and conditions also apply to agreements with the User, for the execution of which the User must engage third parties.
3. These general terms and conditions have further been formulated for staff of the User and its board of directors.
4. The applicability of any hiring or other conditions of the Client is explicitly excluded.
5. Once a contract has been concluded between the parties subject to these general terms and conditions, the conditions also automatically and fully apply to all subsequent quotations, offers and agreements between the parties, of whichever nature, unless explicitly agreed otherwise between the parties in writing.
6. Should one or more of the provisions in these general terms and conditions be void or be declared null and void, all the remaining provisions of these general terms and conditions will remain in full force. In that case, the User and the Other Party will consult each other in order to reach agreement on new provisions to replace the void or nullified provisions, taking into consideration the objective and purport of the original provision to the greatest possible extent.
7. In the event of uncertainty regarding the interpretation of one or more provisions of these general terms and conditions, the interpretation must be ‘in the spirit’ of its provisions.
8. In the event of a situation arising between the parties not provided for by these general terms and conditions, the situation must be assessed in the spirit of these general terms and conditions.
9. The fact that the User does not require strict compliance with these terms and conditions at all times, does not automatically mean that the provisions detailed therein no longer apply, or that the User would lose the right to require strict compliance with these terms and conditions in other cases.
10. The User is entitled to unilaterally change these general terms and conditions. The User must notify the Other Party in writing (including electronically) promptly, but a minimum of four weeks prior to the changed conditions taking effect. In that case, the Other Party can terminate the agreement concluded between the parties within seven days of the notification, with effect from the date on which the change were to take effect as stated in the notification. Consequently, the Other Party cannot hold the User to account for performance of the agreement entered into.
11. If the Other Party does not expressly object to the announced changes within the aforesaid term, the Other Party is deemed to have – tacitly – accepted them. If the change was prompted by an amendment in the statutory provisions or other government-imposed regulations, the change does not form ground for the Other Party to terminate the agreement concluded between the parties.

### **article 2 Offers and quotations**

1. Offers and quotations made by the User are based on information provided by the Other Party. The Other Party guarantees the correctness and completeness of this information and that, to the best of its knowledge, it has provided the User with all essential information for the preparation and execution of the work by the User.
2. All offers and quotations by the User are free of obligation, unless the offer states a term for acceptance. An offer or quotation lapses if the product which the offer or quotation relates to is no longer available.

3. The User is not obliged to abide by its offer or quotation, if it is reasonably understandable for the Other Party that the offer or quotation, or parts thereof, contain an apparent error or mistake.
4. The prices detailed in an offer or quotation do not include VAT and other government levies, nor do they include any costs to be incurred within the framework of the agreement, including travel and accommodation expenses, shipping costs and administration costs, unless stated otherwise.
5. If the acceptance (whether or not on a matter detail) differs from the proposal detailed in the offer or quotation, the User will not be bound by that. The agreement will in that case be concluded not in accordance with this varying acceptance, unless the User indicates otherwise.
6. A compound quotation does not oblige the User to execute part of the instruction at a proportional part of the quoted price. Quotations or offers do not automatically apply to future orders.

### **article 3 Contract term; delivery terms, execution of and changes to the agreement**

1. The agreement is formed the moment the User receives the offer signed by the Other Party, from the moment that the order confirmation signed by the parties has been returned and received by the User, or the moment that the User, at the (verbal) request of the Other Party, has started the execution of the work for the Other Party, before the instruction has been laid down in writing. The Parties are nonetheless free to produce evidence demonstrating that the agreement was formed in another way.
2. The contents of the agreement do not bound the User beyond the work explicitly stated in the offer and/or the order confirmation, in which the description in the order confirmation prevails. Additional arrangements or changes with regard to the agreement only bind the User if and insofar as accepted by the User in writing, in accordance with the provisions in paragraph 12 of this article.
3. The agreement between the User and the Other Party is concluded for an indefinite period of time, unless the nature of the agreement stipulates otherwise or if the parties explicitly agree otherwise in writing.
4. If a term has been agreed or stipulated with regard to the completion of certain work or the delivery of certain goods, this term will not serve as a strict deadline. Consequently, if a term is exceeded, the Other Party must send the User a written notice of default. The User must be given a reasonable term to remedy the situation and execute the agreement at a later date.
5. The Other Party is obliged to render its full cooperation to the User within the framework of the execution of the instruction.
6. If the User requires information from the Other Party within the framework of executing the agreement, the execution term will not commence until after the Other Party has made said information available to the User, correctly and in full. The Other Party must – without any delay – notify the User of any past or current events and circumstances which are or may be important to the execution of the instruction. This also applies to events and circumstances which the Other Party only becomes aware of after the User has commenced the work.
7. Delivery will be ex works from the premises of the User. The Other Party is obliged to accept the goods from the time these are made available to it. If the Other Party refuses to take possession or is negligent in providing information or instructions required for the delivery, the User is entitled to store the goods at the expense and risk of the Other Party. From that moment on, the User will be free to deliver the goods intended for the Other Party to another party, without this entitling the Other Party to claim (alternative) compensation.
8. The User is at all times entitled to have certain work performed by third parties. Section 404 and Section 407, subsection 2, of Book 7 of the Netherlands Civil Code are explicitly excluded

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within that context. All persons and legal entities engaged in the execution of the work can also invoke these general terms and conditions.

9. The User is entitled to execute the agreement in different phases and, consequently, invoice any completed parts separately.
10. If the agreement is executed in different phases, the User will be entitled to suspend the execution of those parts which are part of the following phase, until the Other Party has approved the results of the preceding phase in writing. The User can also suspend the execution of aforesaid parts if the Other Party fails to pay the User the relevant amounts owed.
11. If during the execution of the agreement it appears that a supplement or change is needed to ensure an adequate execution thereof, the parties will enter into mutual and timely consultations in order to adjust the agreement. Changing the nature, scope or contents of the agreement, whether or not at the request or indication of the Other Party, competent authorities, etcetera, causing the agreement to change in terms of quality and/or quantity, may also affect the initial agreement. Consequently, the sum agreed initially may be increased or reduced. If and insofar as possible, the User will quote any prices in advance. Changing the agreement can furthermore change the term of execution stated initially. The Other Party accepts the possibility of changes to the agreement, including those with regard to price and term of the execution.
12. If the agreement is changed, including any supplements, the User will be entitled to execute this subject to approval by the person authorized to that effect within the organization of the User and the Other Party has agreed to the price quoted for the execution and the changed conditions, including the time at which the execution thereof is set to be effected. The User will not be in breach of contract when the changed agreement is not executed or not executed instantly and it does not constitute a reason for the Other Party to terminate or dissolve the agreement. The User may reject a request for change of the agreement, without this causing the User to be in default.
13. If the Other Party is in default of fulfilling its obligations towards the User, the Other Party will be liable for all direct and indirect damage or losses incurred by the User (including costs).
14. If the User and the Other Party have agreed a fixed (hourly) price, the User is nevertheless entitled to increase this price at all times, without the Other Party having granted its approval for this and without the Other Party being entitled to dissolve the agreement for that reason, if the increase arises from an entitlement or obligation pursuant to legislation, is caused by fluctuations in currency exchange rates, a rise in prices for raw materials, salaries, etcetera, or if the price increase is due to any other reason which could not reasonably have been foreseen at the time the agreement was concluded.
15. If, other than as a result of a change to the agreement concluded between the parties, the price rise exceeds 10%, only the Other Party is able to invoke title 5, part 3 of Book 6 of the Netherlands Civil Code will be entitled to dissolve the agreement by means of a written statement, unless the User is still prepared to execute the agreement on the basis of the original agreements, or if the price rise is the result of a right or an obligation of the User by virtue of the law or regulations and/or on account of fluctuations in currency exchange rates.

### article 4 Suspension, dissolution and premature termination of the agreement

1. The User is entitled to suspend fulfillment of its obligations or to dissolve the agreement, if:
  - the Other Party fails to fulfill its obligations under the agreement or fails to do so in time or in full;

- after conclusion of the agreement, the User, on the basis of information it has become aware of, has good reason to believe that the Other Party will not be able to fulfill its obligations;
  - upon entering into the agreement the Other Party was requested to provide security for fulfillment of its obligations under the agreement and such security is still not forthcoming or insufficient;
  - due to delays on the part of the Other Party, the User can no longer be expected to perform the agreement under the conditions agreed initially.
2. The User will furthermore be entitled to dissolve the agreement in the event of circumstances which prevent performance of the agreement, or any other circumstances as a result of which unaltered maintenance of the agreement cannot reasonably be expected from the User.
  3. Any claims of the User against the Other Party become immediately due and payable upon dissolution of the agreement. If the User suspends fulfillment of its obligations, it retains its rights by virtue of the law, the agreement concluded between the parties and these general terms and conditions, including the right of the User to invoice the work that has been carried out.
  4. If the User decides to suspend or dissolve the agreement, it is not in any way obliged to pay compensation or costs ensuing from this.
  5. If the dissolution can be attributed to the Other Party, the User will be entitled to compensation, including any direct or indirect costs incurred as a result thereof.
  6. If the Other Party fails to fulfill its obligations arising from the agreement and this non-performance justifies dissolution, the User will be entitled to dissolve the agreement with immediate effect, without any obligation on its behalf to pay any compensation or indemnify, whereas the Other Party, by reason of breach of contract, is obliged to pay compensation or indemnify.
  7. If the agreement is terminated by the User prematurely, the User, in consultation with the Other Party, will arrange for any outstanding work to be transferred to third parties in respect of work yet to be performed and/or goods yet to be delivered, unless the termination can be attributed to the Other Party. If the User incurs additional costs as a result of any work being transferred, the Other Party will be charged for these costs accordingly. The Other Party is obliged to settle these costs within the applicable term, unless indicated otherwise by the User.
  8. In the event of liquidation, (filing for) a moratorium, bankruptcy or attachment - if and insofar as the attachment has not been removed within three months - against the Other Party, or debt rescheduling or any other circumstance as a result of which the Other Party can no longer freely use his assets, the User will be free to terminate the agreement with immediate effect, or to cancel the order of agreement, without any obligation on its behalf to pay any compensation or indemnify. In that case, any claims the User has against the Other Party will become immediately due and payable.
  9. In the event that the Other Party fully or partially cancels a confirmed order, the Other Party will be charged in full for any goods ordered or completed in that respect, increased by any removal, supply and delivery costs thereof and cost for working hours reserved for the execution of the agreement.

### article 5 Force Majeure

1. The User will not be obliged to fulfill any obligations towards the Other Party, if the User is impeded to do so as a result of a circumstance which cannot be attributed to the User, nor if the User is accountable for it by law, juristic act or generally accepted standards.
2. In these general terms and conditions, force majeure, in addition to the explanations in existing (case) law, is taken to mean all

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external causes, whether or not anticipated, beyond the control of the User, as a result of which the User is unable to fulfill its obligations. This includes strikes at the company of the User or third parties. The User is furthermore entitled to claim force majeure if the circumstance that prevents the (continued) performance of the agreement arises after the User was to have fulfilled its obligation.

3. During the time that the force majeure period continues, the User will be entitled to suspend any obligations under the agreement. If this period exceeds a term of two months, either party is entitled to terminate the agreement without further obligation to compensate the other party for any damage or losses.
4. Insofar as the User has partly fulfilled its obligations under the agreement at the time the force majeure commences, or if it will be able to do so, and the fulfilled part and/or the part to be fulfilled represents independent value, the User will be entitled to separately invoice the part that has already been and/or is yet to be fulfilled. The Other Party will be obliged to pay this invoice on the basis of an assumed separate agreement.

### **article 6 Payment and collection charges**

1. Payment must be made within 14 days of the invoice date, in a manner to be stipulated by the User and in the currency given on the invoice, unless stipulated otherwise by the User. The User is entitled to invoice on a periodic basis.
2. If the Other Party fails to make the payment within the payment term, the Other Party will be in default by operation of law. In that case, the Other Party owes interest at 1% a month, unless the statutory interest rate is higher, in which case the statutory interest rate applies. The interest on the amount payable will be calculated from the moment the Other Party is in default until the moment that the amount owed has been paid in full.
3. The User is entitled to first allocate any payments made by the Other Party to costs, subsequently to any interest due and finally to the principal sum and accrued interest.
4. The User is at all times entitled to demand that the Other Party provides immediate (additional) security for the proper fulfillment of its payment obligations, in a form to be decided by the User or that the Other Party pays the User a reasonable (yet to be stipulated) advance, all this entirely at the discretion of the User. If the Other Party fails to provide the security or pay the advance as demanded, the User, without prejudice to its other rights, will be entitled to immediately terminate or suspend the agreement concluded between the parties, without the Other Party being entitled to compensation by the User of the damage or costs incurred by the Other Party, with anything else owed by the Other Party to the User, for whatever reason, becoming immediately due and payable.
5. The Other Party will never be entitled to set off any amounts payable to the User.
6. Objections to the amount of the invoice do not suspend the obligation to pay. The Other Party that fails to invoke part 6.5.3 (Sections 231 to 247, Book 6, of the Netherlands Civil Code) is not entitled to suspend payment of an invoice for any other reason either.
7. In the event that the Other Party is in default or fails to (timely) fulfill one or more of its obligations, all extrajudicial costs reasonably incurred to collect payment will be at the expense of the Other Party. The parties set the extrajudicial costs in advance at fifteen percent (15%) of the outstanding invoice amount, increased with the interest referred to in paragraph 3 of this article, subject to a minimum of €1,000 (one thousand Euros), irrespective of whether the User had to actually pay these costs to the third party engaged by the User. However, in the event of the User having incurred costs that were reasonably necessary to collect payment and which exceed the above percentage, the actual costs incurred qualify for compensation. Any judicial and

enforcement costs will also be recovered from the Other Party. The Other Party also owes the interest referred to in paragraph 3 of this article on any collection costs payable.

### **article 7 Retention of title**

1. All goods supplied within the framework of the agreement remain the property of the User until the Other Party has properly fulfilled all its (payment) obligations by virtue of the agreement(s) entered into with the User, including any (collection) costs and interest in connection with this/these agreement(s) and the User therefore no longer has any claims against the Other Party.
2. The goods supplied by the Users which, by virtue of paragraph 1, are subject to retention of title, may not be resold, delivered or otherwise disposed of, other than in accordance with its normal business operations and the intended purpose of the goods and may never be used as a means of payment. The Other Party is not entitled to pledge the goods that are subject to retention of title, or to encumber them in any other way whatsoever.
3. The Other Party must make every effort which may reasonably be expected from it to protect the proprietary rights of the User. For example, the Other Party is obliged to store the goods that have been delivered subject to retention of title carefully and as the recognizable property of the User.
4. If a third party attaches goods supplied subject to retention of title or if it wishes to establish a right or lay claim to that, the Other Party is obliged to immediately notify the User.
5. The Other Party is obliged to sufficiently insure the goods supplied subject to retention of title and to keep them insured against damage or losses caused by fire, explosion and water as well as theft and to submit the insurance policy to the User for inspection on demand. In the event of any payments made by virtue of this insurance, the User will be entitled to these insurance proceeds. To the extent necessary, the Other Party is obliged to fully cooperate with the User in connection with anything that is or appears to be necessary or desired within that framework.
6. The Other Party is at all times obliged to provide the User and third parties to be appointed by the User free access to the goods that are subject to retention of title in order to inspect these. In the event that the User wishes to exercise its proprietary rights, the Other Party hereby gives its unconditional and irrevocable approval to the User or any third party to be appointed by it, to access any location as to where the property of the User may be stored and to retrieve those goods.

### **article 8 Warranties, inspection and complaints, limitation period**

1. The goods to be supplied by the User meet the usual requirements and standards which can reasonably be expected at the time of delivery in terms of their intended normal use in the Netherlands. The warranty referred to in this article applies to goods for intended use within the Netherlands. In the event of use outside the Netherlands, the Other Party himself must verify whether the use thereof is suitable within that place and meets the conditions attached to it. In that case, the User can stipulate different warranties and other conditions with regard to the goods to be supplied or work to be carried out.
2. The warranty referred to in paragraph 1 of this article covers a period of seven days, unless stipulated otherwise by the nature of the goods supplied or agreed otherwise by the parties. If the warranty provided by the User applies to goods manufactured by a third party, the warranty is limited to the warranty provided by the manufacturer of the goods, unless stated otherwise.
3. Any form of warranty will lapse due to faults caused by or arising from improper or injudicious use thereof, use after the expiry date, incorrect storage or maintenance thereof by the Other Party and/or third parties without the written approval of the User, the

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Other Party or third parties making modifications to the goods and/or attempts to do so, attaching elements which should not be attached to it or processing and/or handling the goods in any way other than prescribed. Nor can the Other Party claim under the warranty provisions if the fault is due to or the result of circumstances which are beyond the control of the User, including weather conditions (such as, but not limited to, extreme rainfall or temperatures) etcetera.

4. The Other Party is obliged to inspect the goods supplied immediately after the goods have been made available to it and/or the relevant work has been completed. As part of that process, the Other Party must inspect whether the quality and/or quantity of the goods correspond to the agreement and whether they meet the requirements which the parties have agreed within that respect. Any visual defects must be reported to the User in writing within seven days of delivery. Any hidden defects must be reported to the User in writing immediately, yet in no case later than seven days after discovery thereof. In order to allow the User to respond adequately, the notification must contain a description of the shortcoming, which description must be as accurate as possible. The Other Party must enable the User to investigate any complaint.
5. A prompt claim by the Other Party does not suspend its obligation to pay. In that case, the Other Party continues to be obliged to acceptance and payment of any goods ordered.
6. If a fault is reported after the agreed period, the Other Party is no longer entitled to recovery, replacement or indemnification.
7. If it has been confirmed that the goods are faulty and the subsequent claim was submitted in time, the User, at its discretion, will either replace, arrange the repair thereof or reimburse the faulty goods within a reasonable term of the goods having been returned and received and/or, if returning the goods is not reasonably possible, after written notification of the fault by the Other Party. The alternative reimbursement amounts to a maximum of seventy percent of the amount invoiced to the Other Party in respect of the faulty goods. In the event of replacement, the Other Party is obliged to return the replaced goods to the User and transfer ownership to the User, unless the User instructs otherwise.
8. Any costs incurred by the User as a result of a complaint which is subsequently declared unfounded, including any inspection costs, will be fully payable by the Other Party.
9. Following expiry of the warranty period, all costs for the repair or replacement, including administration costs, shipping costs and call-out charges, will be charged to the Other Party.
10. Insofar as not stipulated otherwise in these conditions, all rights of action and other powers of the Other Party against the User, for whatever reason, in connection with the execution of the agreement concluded between the parties, in any case lapse after expiry of twelve months from the date the Other Party became or could have reasonably been aware of these rights and powers, yet the Other Party did not submit a written claim against the User by virtue thereof. The stated term is an expiry period and therefore does not qualify for interruption as referred to in Section 317, Book 3, of the Netherlands Civil Code.
11. In the event that the Other Party has submitted a claim against the User within the term stipulated in the previous paragraph in connection with work performed and/or goods supplied by the User for the Other Party, every right of action of the Other Party also lapses if the User, within a term of twelve months of the User receiving the relevant claim from the Other Party, has not been taken to the competent court under the general terms and conditions. The stated term is an expiry period and therefore does not qualify for interruption as referred to in Section 317, Book 3, of the Netherlands Civil Code.

### **article 9 Liability**

1. If the User is held liable, this liability will be limited to that stipulated by these provisions.
2. The User will not be liable for damage, regardless of the nature thereof, due to the User acting upon incorrect and/or incomplete information made available by or on behalf of the Other Party.
3. Should the User be liable for any damage, the liability of the User will at all times be limited to the amount paid by its insurer in the relevant case, increased by (any) policy excess for the insurance. A series of connected incidents will be deemed a single event/incident for the purpose of this article.
4. If and insofar as no payment is made by virtue of the User's liability insurance, regardless of the reason thereof, every liability of the User will be limited to the maximum of twice the invoice value, or at least to that part of the order which the liability relates to.
5. The User can only be held liable for direct damage, insofar as this is the result of an intentional act or gross negligence of the User and/or third parties engaged by it.
6. Direct damage or losses are limited to the reasonable costs to determine the cause and scope of the damage or losses, insofar as the assessment relates to damage or losses within the meaning of these conditions, any reasonable costs incurred to ensure that the substandard performance of the User and/or third parties engaged by the User conforms to the agreement, insofar as these can be attributed to the User and reasonable costs incurred to prevent or limit any damage or losses, insofar as the User is able to demonstrate that these costs have led to a limitation of the direct damage or losses, as referred to in these general terms and conditions.
7. The User cannot be held liable for damage, of whichever nature, caused by:
  - a. goods having been damaged during transport or dispatch by post or courier, lost or received by the receiver too late, regardless of whether the dispatch was organized by or on behalf of the User, the Other Party or third parties.
  - b. the Other Party having refused the possible remedy of the work performed in accordance with the reasonable judgement of the User;
  - c. the User having discontinued its instruction, or one or more sub-instructions, as the User cannot reasonably be expected to (continue to) perform the instruction, or one or more sub-instructions;
  - d. the User having discontinued its instruction, or one or more sub-instructions, and/or having disclosed information to third parties by virtue of an obligation the User is subject to by law and/or regulations;
8. Every liability of the User is excluded in all other events. The User can never be held liable for indirect damage, including any consequential damage or losses, lost profits, missed savings and losses due to business interruptions.

### **article 10 Transfer**

1. The User is at all times entitled to transfer to third parties all claims, powers, rights, privileges and obligations arising from any agreement with the Other Party. The Other Party hereby declares that, should the situation arise in which third parties, in the event of such transfer, will be able to exercise all rights granted to the User under the agreements towards the Other Party, the Other Party accepts the fulfilment of the transferred obligations by those third parties and the discharge of the User from these obligations.
2. The Other Party is not entitled to fully or partially transfer to third parties its rights and obligations arising from any agreement with the User or to encumber them in any way without the explicit prior written approval from the User, which approval will not be denied by the User on unreasonable grounds.

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### **article 11      Transfer of risk**

1. The risk of loss, damage or reduction in value is transferred to the Other Party from the time the goods have been made available to it.

### **article 12      Indemnification**

1. The Other Party indemnifies the User against any third-party claims in relation to damage or losses in connection with the execution of the agreement, unless the cause can be attributed to intent or gross negligence of the User and/or third parties engaged by it.
2. The Other Party indemnifies the User against third-party claims on account of damage or losses caused by the Other Party having provided the User with incorrect or incomplete information, unless the cause can be attributed to intent or gross negligence of the User and/or third parties engaged by it.
3. If the User is sued by third parties for that reason, the Other Party will be obliged to assist the User both in and out of court and promptly do all that which can be expected from it in that case. In the event that the Other Party fails to take adequate measures, the User, without further notice of default being required, will be entitled to take these measures instead. All costs and damage sustained by the User and third parties will be at the full expense and risk of the Other Party.

### **article 13      Intellectual property**

1. The User reserves the rights and powers it is entitled to by virtue of the Copyright Act and other intellectual legislation. The User is entitled to use the knowledge it has gained during the execution of an agreement for other purposes, insofar as this does not disclose any strictly confidential information of the Other Party to third parties.

### **article 14      Applicable law and disputes**

1. All legal relationships to which the User is party are subject to Dutch Law, even if an engagement is wholly or partly executed abroad or if the relevant party to the legal relationship has its place of business abroad. The applicability of the Vienna Sales Convention is excluded.
2. All disputes between the Parties will be submitted to arbitration in Rotterdam in accordance with the TAMARA arbitration regulations (available from the Information Provision department of Chamber of Commerce of Rotterdam and Stichting TAMARA, Postbus 23158, 3001 KD Rotterdam / [www.tamara-arbitration.nl](http://www.tamara-arbitration.nl)).
3. The parties will only appeal to arbitration once they have made an effort to resolve the dispute by mutual consultation.

### **article 15      Source and change of conditions**

1. These conditions have been filed with the Chamber of Commerce of Leeuwarden in 2016.
2. The most recently filed version or the version applicable when the legal relationship with the User was formed applies.
3. The Dutch wording of these general terms and conditions will at all times be decisive in the interpretation thereof.