

**Article 1 Applicability:**

- a. Intended as user in these conditions is Combo Wagon Service B.V., as well as all companies which are associated with them, whether or not (in)directly, that declare to apply the present conditions.
- b. Unless emphatically agreed otherwise, these conditions are applicable to all legal relationships vis-a-vis the user. These conditions are particularly applicable to all offers and acceptances made by user, as well as to all agreements, their adoption and implementation included, to which the user is a party.
- c. The contract partner of user accepts the applicability of these conditions by the simple act of making an order.
- d. These conditions are emphatically also applicable to partial and/or follow-up orders, as well as to supplements and/or modifications to agreements and to further arrangements.
- e. Conditions of the contract partner deviating from the present ones are hereby emphatically rejected by the user. These are not, therefore, applicable to the relevant offer of, acceptance by, or agreement with user, unless they have been expressly accepted in writing for a specific agreement by a statutory director of user.
- f. If and to the extent offers, acceptances or agreements contain any provisions which emphatically and legally deviate from the present conditions without their application being expressly excluded, the other provisions of these conditions will remain fully effective. Such established deviations never apply to more than one agreement. No rights can be derived from such a deviation, therefore, for other and/or subsequent agreements.

**Article 2 Offer and acceptance:**

- a. Announcements by user can only be made bindingly in written form.
- b. Quotations, offers, and the provision of information on the part of the user is always non-committal, and are made on the basis of the knowledge, prices and specifications as are applicable at that moment. They only constitute an invitation to the contract partner to make a proposal which must be explicitly accepted by user.
- c. Offers, acceptances, and agreements are exclusively binding if and to the extent they have been confirmed in writing by user.
- d. Quotations and offers and the provision of information by user lapse after fourteen business days. User has the right to revoke their offers within fourteen business days after acceptance by the contract partner.
- d. In case no written agreement/confirmation has been issued by user, the delivery note and/or the invoice are also considered an order confirmation, which in their turn are also deemed to accurately and completely represent the agreement.
- e. Pictures, catalogues, prospectuses, measures, indications of weight, and other information provided by user are only indicative, and intended to create an impression of the matter. These cannot, therefore, be considered as binding and so no rights can be derived from them. Deviations by user are, therefore, admissible, whereby user is in any case entitled in the event of an intermediate change of models, without prior knowledge or cognisance of the contract partner, to (let) apply technically necessary modifications to vehicles, their gear and/or components, committed to them to be repaired.
- f. Contract partner guarantees their competence to grant the order they have made, and safeguards user against any possible third-party claims with regard to this order.

**Article 3 Delivery terms and deliveries:**

- a. Quoted delivery or repair terms are only indicative and can never be considered strict time limits. Upon expiry of the quoted expected term by three months, the contract partner may formally declare the default of the user by way of written notification. In case the user still has not delivered three weeks after this default notice, the contract partner will have the right to rescind the agreement by way of writing without any judicial intervention. The contract partner is not entitled in that case to compensation, unless the non-delivery is attributable to gross negligence or intent on the part of the user.
- b. When part of an order is ready, the user may, at their own discretion, deliver this part first, or alternatively only deliver once the entire order is ready.
- c. Delivery takes place ex the relevant premises of the user. The contract partner will receive the purchased or transformed/repaired matter there.
- d. User fulfils their delivery obligation by delivering the purchased or transformed item to the contract partner on the date agreed on for it, under the proviso that user is at all times entitled to deliver prematurely. The proposal to deliver is equated with delivery.
- e. If the purchased or transformed matter, for whatever reason, has not been picked up within one week after the established delivery date or the date on which user has notified contract partner they're able to deliver (prematurely), user will have the right to apply storage costs, in accordance with the rate applied by user.
- f. In the event user remains in default with regard to reception of the purchased or transformed items, user will store them up to 30 days after proposal. The cost of (return) shipping, storage, and other necessary expenses will be borne by the contract partner. User will inform contract partner in such case that the latter can (let) pick up the purchased or repaired item against direct payment. After expiry of the mentioned term of 30 days and after giving notice, user will have the right to sell the purchased or repaired item to a third party, or to dispose of it otherwise. The obligation of contract partner to pay the purchase price or repair sum does not lapse as a consequence. In that case, contract partner will be entitled to the proceeds of the sold item, after deduction of the expenses incurred by user, as well as diminished by the amounts he still owes to user on account of any (other) obligation. From the moment of delivery, the delivered matters are at the expense and risk of the contract partner. In case the contract partner does not pick up the purchased or transformed matter within seven days after the established delivery date, or after the date on which user has informed contract partner to be able to be able to deliver (prematurely), all risks of entire or partial damaging, elimination, or loss of the purchased or transformed matter, due to whatever cause, will be at the expense and risk of contract partner.
- h. Substituted material is only made available to the client if this was emphatically requested in writing when the repair order was made. In the other case, this material will become the property of user without the contract partner being entitled in any way to claim some sort of compensation. When a warranty claim needs to be processed between user and a party that gave warranty, such as a manufacturer or an importer, user may refuse the hand over the components, also if this was expressly requested or agreed on respectively upon passing of the repair order.
- i. For the implementation of the agreement, user will make use of new components or, in case it was agreed on or if it is customary with regard to a certain component, of used spare parts.

- j. The user reserves itself the right to deliver other items than those that were ordered, on condition they possess the same, regular, usage properties as the items originally ordered, as well as the special usage properties if, and to the extent, they were agreed on. Contract partner is not entitled to compensation for damage neither/nor to rescission. Contract partner does not have the right either to suspend their obligations towards user.
- k. In the event that matters and/or components are temporarily made available to to contract partner by user during the implementation of the assignment, with the intention that these matters and/or components will again be made available by user to contract partner at a later stage for the further implementation of the agreement by user, this cannot be termed delivery or hand-over respectively by user to contract partner. Through this making available of the matters and/or components by user to contract partner, no rights will materialize for the latter as a result from the delivery or hand-over respectively, nor will they be able to invoke such rights.
- l. The contract partner is responsible for the matters and/or components – as intended in section k of this article – which, during the implementation of the agreement, have been or are (temporarily) made available by user to contract partner, and is liable for the damage which is caused to these matters and/or components during this period. This responsibility and liability also regard the transport of these matters and/or components, both from and to the location of user, regardless of whether these goods are transported by contract partner, by user, or by a third party indicated by contract partner.
- m. The contract partner is obligated to insure the purchased matter for liability and the airframe, and to keep it insured during the period starting from the moment that he can dispose of matters and/or components, until the moment that he acquires the title to their property, especially for the period during which matters and/or components are temporarily made available by user to contract partner during the implementation of the agreement. If they so wish, contract partner must offer for perusal and give copies for the insurance policy/-ies.

#### **Article 4 Prices:**

- a. All prices are listed in euros and are exclusive of VAT and/or other government levies, cost of transport and insurance, expenses for mounting, servicing and inspection activities, as well as of the cost of preparation, unless it is emphatically established otherwise in writing.
- b. Prices are based on delivery ex premises user, barring differing written agreements. Upon delivery elsewhere at the request of contract partner, the concomitant added costs are borne by them.
- c. Price quotations are only made on the basis of the prices and workshop rates applicable at the moment of purchase or granting of the order. In case after the offer and/or the adoption of any agreement a price increase transpires (for example due to an increase in taxes, import duties, excise, exchange rates, wages, social security contributions, manufacturing and/or importers' prices, etc.) user will have the right to increase the price listed in the proposal and/or the established price in proportion to the above-intended price increase. The contract partner is bound at all times by the price increase.
- d. Unless emphatically established otherwise, the workshop rates are not included in the prices for material, parts, and third-party expenses.

#### **Article 5 Cancellation:**

- a. Cancellation is only possible with the express approval of user. Contract partner is, in case user approves of cancellation, obligated to compensate all reasonable costs incurred with an eye on the implementation of the agreement, and such without prejudice to the right of user to be indemnified on account of loss of profit or to the other damage and costs resulting from the cancellation in question.
- b. To the extent user depends for its performance on suppliers and must accept the cancellation if its orders by one or more suppliers, user has the right to also cancel orders made to it, without being held to pay any damages, regardless of the timing of such cancellation.

**Article 6 Force majeure:**

- a. During situations of force majeure on the part of user, their delivery and other obligations are suspended for the duration of the situation of force majeure.
- b. In case the situation of force majeure persists until after three months following the date on which user would have fallen into default, both parties are authorised to rescind the agreement without resulting in any obligation to pay damages.
- c. If upon the situation of force majeure becoming effective the user has already partially fulfilled their obligations, or is able to still partially fulfil their obligations, they will have the right to partially invoice what has been or is to be delivered or respectively what has been or is to be carried out, and the contract partner will be obligated to settle this invoice as if it regarded a separate agreement.
- d. Intended by force majeure in the sense of this article is, besides what the law states concerning: any situation occurring due to unforeseen circumstances as a result of which implementation of the agreement by user becomes problematic or impossible, which is the case at least, though not exclusively, in the event of: war or threat of war, or any situation similar to it, regardless of whether the Netherlands are, directly or indirectly, involved in it, total or partial mobilization, state of emergency, rioting, sabotage, natural disasters, flooding, fire, lightning impact, explosion, outflow of dangerous substances or gases and/or other destruction in plants or warehouses, malfunction of the power supply, manufacturing or operational malfunctions of any kind, boycotts, company occupation, accidents, strikes, blockades, shortage of personnel, shortage of fuel, raw material or auxiliary material, transportation impediments, prohibitions or restrictions imposed by the authorities, cancellations by or failure otherwise to deliver by suppliers and/or third parties, (impediments due to) frost, epidemics, theft, embezzlement or damaging of goods from the warehouse(s), workshop(s), or other company premises of the user or during transport, measures by Netherlands and/or foreign government institutions which render implementation of the agreement more complicated and/or costly than was possible to foresee upon adoption of the agreement, as well as any (other) circumstance hindering regular procedures at the company of user, as a result of which compliance with the agreement cannot reasonably be demanded from user.
- e. The provisions in this article also apply in the event these circumstances regard suppliers of user or other third parties deployed by user.

**Article 7 Liability:**

- a. User is only liable for damage incurred by contract partner which results from a shortcoming attributable to the former in compliance with an agreement, or which otherwise results from legislation, if and to the extent such liability is covered by the former's insurance, but for no more than the amount disbursed by the insurer on

- account of this damage, increased by the deductible which may be due. In case the provisions of article 12 are not complied with, any possible liability will lapse.
- b. In case the insurance company, for whatever reason, does not proceed to disburse an amount or the liability is not otherwise covered by any insurance policy, the liability of user will at all times be limited to no more than the net invoice amount for the relevant order or the relevant delivery.
  - c. The user is not liable for deliveries and work outsourced by them, upon request by contract partner, to third parties.
  - d. User is not liable for damage due to the overrunning of delivery terms, nor for damage due to lack of cooperation or erroneous or incomplete information on the part of contract partner.
  - e. User is not liable for violations of intellectual property or other third-party rights which result from the use of information provided by contract partner for the purpose of implementing the agreement. The contract partner safeguards user against third-party claims on these grounds.
  - f. User can never be held accountable for consequential damage and must at all times be given the opportunity to correct the disputed defects.
  - h. In the event user is notified of a defect in a matter delivered by them leading to a so-called re-call by the manufacturer/importer, user will forthwith inform contract partner accordingly in writing. If contract partner does not contact the user immediately after the written notification, any possible claims of contract partner on that account will lapse. This means that neither user nor manufacturer/importer will be liable for the damage (to be) incurred by contract partner as a consequence, expressly including, though not limited to, any possible consequential damage.
  - i. The contract partner safeguards the user against all claims by third parties who contend to have suffered damages due to a matter and/or service which user has provided or delivered to, or on behalf of, contract partner. Contract partner will compensate user for any damage (including expenses) incurred by the latter as a result of or in connection with such third-party claims.
  - j. To the extent contract partner may have or obtain respectively a claim on user, it is prohibited to them to cede this claim to third parties, to pledge it, or to transfer or subject it to liens in another way. This provision has the effect of non-cession as in article 3:83, section 2 BW (Netherlands Civil Code).

#### **Article 8 Warranty:**

- a. User makes use of products of good quality.
- b. Delivery of new items and mounted parts are emphatically exclusively subject to the warranty stipulated by the relevant supplier of user.
- c. Warranty on matters used in precedence by third parties (occasions, demo- and show models, used parts and components included) is emphatically excluded.
- d. User guarantees work carried out by them, or on their order by third parties, for a period of one month, calculated from the delivery of the transformed good to the client, and such with a maximum of 25,000 km, on condition the client files complaint immediately upon discovery of the defect and user is timely given the opportunity to correct the defect.
- e. Emphatically excluded from warranty are defects occurring as a result of inexpert use and/or application which is non-compliant with the normal end-use, as well as defects which are the consequence of external causes, or which are related to factual, normal wear.

- f. The warranty lapses if contract partner and/or third parties have carried out, without the prior written consent of user, activities on the matter in question, the vehicle or the relevant parts.
- g. Any warranty obligation of user lapses if and as soon as contract partner has redelivered the matter in question or the parts in question to third parties. This provision has the effect of non-cession as in article 3:83, section 2 BW (Netherlands Civil Code).
- h. With regard to purchase, repair and/or maintenance, contract partner cannot invoke any rights on account of non-conformity in the sense of Volume 7 BW. Pursuant to their warranty obligation, user is only bound to repair the delivered matters.
- i. The warranty includes the properly carrying out in second instance at their expense of the order which was previously improperly carried out. In the event the execution in second instance in the opinion of user is not (or no longer) possible or useful, the contract partner will be entitled to a reasonable compensation of damage in its stead, up to a maximum of the amount of the original, improperly carried out, agreement, unless the contract partner proves that the damage has resulted from the intent or gross negligence of the management of user.
- j. The warranty is effective within the European Union, unless the contract partner proves that the defects which have manifested themselves elsewhere were not caused by circumstances deviating from those in the EU prevailing there (inferior roads, inferior fuel, etc.).
- k. No warranty is given for assigned emergency repairs. Also excluded from warranty are:
  - i. defects in material or parts which were prescribed or made available by contract partner;
  - ii. defects resulting or flowing from procedures or methods demanded by contract partner from user;
  - iii. defects resulting from designs, drawings, constructions, or procedures made available by contract partner, or from advice offered by contract partner;
  - iv. deviation in colour or quality of the varnish which are unavoidable or considered admissible in the sector.
- l. Warranty claims lapse if:
  - i. the contract partner does not inform user of the defects immediately upon their discovery;
  - ii. the user is not given the opportunity to correct the defects in second instance, unless they give their consent for repair elsewhere. If an appeal to this clause is unacceptable due to the specific circumstances of the case according to standards of reason and fairness, all costs are only compensated up to a maximum of the price level which is applicable at the company of user.
  - iii. the matter is used inappropriately, which includes, for instance:
    - overburdening and/or overloading;
    - use of other fuels and oil than what is proper;
    - inexpert use;
    - instructions for use or maintenance have not been followed.
- m. The warranties granted pursuant to this article will again be guaranteed under equal circumstances.

#### **Article 9 Payments:**

- a. All payment obligations of contract partner must be settled on delivery in cash or by bank, except if and to the extent it was expressly agreed otherwise. If it was established that payment will only be settled after invoicing, contract partner is

- obligated to pay the prices listed on the invoice, without discounts, deductions or set-offs, at the office of user, or alternatively to transfer the amount to a bank account indicated by user within 30 days after invoice date. In case of payment by bank, the value date indicated by the bank will be considered the day of payment.
- b. The contract partner is never authorised for set-offs.
  - c. The contract partner is not authorised to reject or suspend his payment obligations on account of (alleged) defects or for whatever different reason.
  - d. Payments made by the contract partner always serve for the settlement first of all due costs, subsequently of the interest due, and finally of the payable invoice amounts in the order of old to most recent, even if contract partner attributes a different payment reference to a payment.
  - e. In the event of delivery in batches, user is not obligated to further deliveries until after the invoices regarding partial deliveries already made have been settled.
  - f. In case of overrunning the payment term, the contract partner will legally fall into default by the simple expiry of this term, without any default notice being required to that effect. Through late payment of a single invoice, the entire debt of contract partner, also the unexpired part of it, will become immediately payable.
  - g. In case of liquidation, insolvency, bankruptcy, or suspension of payment of the contract partner, the claims of user become immediately payable.
  - h. In case the contract partner does not timely settle any invoice amount, they will legally fall into default and they will owe user contractual interest to the amount of 1.25 % per month over the invoice amount, whereby a part of a month will be counted as an entire month.
  - i. Besides the amount owed, user will be entitled, as soon as contract partner falls into default, to claim from the latter all costs which have resulted from non-payment, both judicial and extrajudicial collection costs, and such without prejudice to the obligation of contract partner to compensate the full damages, incurred and to be incurred by user, as a result of the default of contract partner.
  - j. In the event contract partner is in default, user will have the right to charge the former with extrajudicial collection costs. The extrajudicial collection costs are fixed at 15% of the amount claimed, being the invoice amount, increased by the interest owed at that moment, with a minimum of € 75, without prejudice to the right of user to demand compensation for the expenses actually incurred instead, and all matters barring the law stipulating otherwise.
  - k. User is not held to prove that they have proceeded to pay extrajudicial collection costs.

**Article 10 Pledging of security, advance payment, and liens:**

- a. User always has the right to demand the pledging of a security or advance payment from contract partner before proceeding to deliver or repair. In case the contract partner remains in default with regard to the provision of the required security or advance payment for ten days, any obligations user may be subject to will lapse, without prejudice to the right of user to compensation of all their damages, costs, and interest, lost profit emphatically included.
- b. By bringing matters under the control of user, contract partner imposes a lien on them with regard to everything he owes and will be owing to user on whatever account. Included here are in any event claims on account of agreements which have not yet been brought to term. Parties hereby establish that user may, in such event, transform aforementioned possessory right in a non-possessory right of lien by registering the agreement in effect between them, along with a copy of the present conditions, in the form of a private deed.

**Article 11 Retention of property:**

- a. All delivered matters will remain the exclusive property of user until the moment all claims regarding this or previous deliveries and/or regarding work in connection with these deliveries (including work ordered afterwards with regard to these deliveries) by the contract partner. The suspension of property also applies to the claims user may obtain vis-a-vis contract partner due to the latter's lack of fulfilment of one or more obligations towards user.
- b. As long as the delivered matters have not yet been paid in full, contract partner will only be entitled to use these matters for the purpose of their regular business operations. During this period, contract partner is in any case not authorised to sell off, deliver, or pledge as a security, or to hand over the matters to others or to make them available to those, under any title whatsoever, not for naught nor for use alone, not even if this would be a part of their regular business operations. This provision carries the effect of non-cession as in article 3:83, section 2 BW (Netherlands Civil Code).
- c. The matters can be immediately reclaimed by user if contract partner has not fulfilled their obligations or if user has grounds to assume they will not fulfil their obligations. The costs associated with recovery will be charged to contract partner. Upon recovery, credit will be attributed in accordance with the market value those matters possess upon their recovery, under deduction of the incurred expenses and damages, and diminished as well by the sums owed to user.
- d. By signing the agreement, contract partner cedes, for the period during which user can enforce their retention of property, all rights deriving from (1) insurance policies they are held to take out with regard to damage to and/or loss or theft of the purchased matter and other disbursements for damage, or (2) claims on third parties with regard to damage to and/or loss or theft of the purchased matter, to user.
- e. To the extent user cannot invoke their retention of property because the delivered matters have been mixed, transformed or corrected, contract partner authorises user by granting the assignment to lay a non-possessory lien on the relevant principal matter, by registering the agreement effective between them, along with a copy of the present conditions, in the form of a private deed.

**Article 12 Complaints:**

- a. From complaints regarding the services, matters and/or parts sold, repaired, altered, or processed by user and/or redelivered to third parties, contract partner nor the third party concerning cannot derive any rights vis-a-vis the user; user is not obligated to offer any guarantee with regard to these complaints. This provision has the effect of non-cession as in article 3:83, section 2 BW. On the other hand, contract partner safeguards user against claims which third parties may be able to enforce vis-a-vis user.
- b. Complaints regarding visible defects and deviations concerning the calculated price must be reported within five business days after their identification in writing, under the proviso that after actual delivery no complaints are possible with regard to externally visible defects in matters delivered by user, such as scratches, dents, and such.
- c. Complaints with regard to invisible defects discovered after meticulous screening, must be reported within two months after their discovery, though no later than within six months after delivery, in writing.
- d. The matters the complaints regard must be offered for inspection to user in the state in which they were at the moment the defects were discovered.

- e. In case user does not second the complaint, disqualification of the delivered matter can only take place after reappraisal. Reappraisal is carried out by an independent arbiter, appointed by both parties, who will offer a ruling which is binding for both parties. If parties are unable to designate an arbiter jointly, either of the parties can request the district court of Oost Brabant in Eindhoven to give such a ruling. The cost of the binding ruling will be borne by the party ruled against in the proceedings.
- f. In case the complaint is unfounded, all costs which user has incurred with regard to transport, appraisal, storage and such will be charged to contract partner.
- g. The burden of proof with regard to demonstrating that the matters which the complaint concerns are the same as those delivered or processed by user, falls to the contract partner.

**Article 13 Suspension, liens and rescission:**

- a. In case contract partner does not, not timely, or not fully comply with their obligations pursuant to the present and to other agreements concluded between parties, user will have the right, without further default notice or judicial intervention and without being obligated to pay compensation, to partially or entirely suspend the fulfilment of the relevant agreement and/or to partially or completely rescind the relevant agreement, and such without prejudice to all other rights user is entitled to.
- b. The user has the right at all times, also during implementation of an agreement, to suspend fulfilment of their obligations until contract partner, at the request and to the satisfaction of user, has offered security as intended in article 11 for the fulfilment of all their obligations pursuant to this agreement and to all other agreements concluded between parties.
- c. User has the right to keep all matters of contract partner it has under its control, at the expense and risk of the contract partner, until contract partner has settled everything it owes to user on account of whatever obligation and/or claim, without prejudice to the appeal user can make to all other suspension rights attributed to them by law.
- d. Besides all other rights it can lawfully appeal to, user can at all times dissolve the agreement with contract partner with immediate effect, and without further default notice or judicial intervention, and without any resulting obligation to compensate damages, in the event contract partner is not considered able to settle their payable debts, leaves unpaid the payable debts, becomes insolvent, if suspension of payment is applied for for contract partner, if contract partner dies, terminates his business and/or his assets are seized without this seizure being lifted within 30 days, as well as in the event contract partner otherwise loses competence to freely dispose of (a part of) his assets.
- e. Any possible defects in the delivered matters do not give contract partner valid grounds to rescind the agreement, unless user or the manufacturer/supplier deployed by user does not succeed after repeated attempts to resolve them pursuant to the provisions of the manufacturer's warranty/supplier's warranty.
- f. Rescission renders mutual claims immediately payable. The contract partner is liable for all damage incurred by user.

**Article 14 The treatment of (personal) data:**

- a. The data of (staff of) contract partner, including in any case the information listed on the order confirmation/agreement/invoice, are processed by user in the sense of privacy legislation 'Wet Bescherming Persoonsgegevens'.

- b. This processing of personal data is necessary for user for, amongst other things, the implementation of the agreement, compliance with the warranty obligations towards contract partner, optimal provision of services and/or the timely provision of product information and/or customized offers to contract partner. If and to the extent the processing of personal data takes place for the benefit of direct mailing, any objection that may have been noted by (staff of) contract partner will be honoured.
- c. User has the right to make available aforementioned data to third parties, especially to companies associated with them.

**Article 15 Disputes:**

- a. All disputes occurring between parties, also if they are designated such by only one of the parties, will be exclusively ruled on by the competent court of the district of Oost-Brabant (Netherlands). The Netherlands court has exclusive jurisdiction, barring mandatory legislation stipulates otherwise.
- b. To all contracts adopted between parties exclusively Netherlands legislation is applicable, unless mandatory legislation stipulates otherwise. The applicability of the Vienna Commercial Convention is emphatically excluded.

**Article 16 Repair clause nullities:**

- a. In case any provision from these general conditions or from the underlying order/agreement were to be completely or partially void, annulable, not valid and/or unenforceable, this as a consequence of any legal provision, court order or otherwise, this will in no way affect the validity and/or enforceability of all remaining provisions of these general conditions or of the underlying order/agreement.
- b. In case provision of these general conditions or of the underlying order/agreement were to be invalid for a reason as intended in the preceding section, while it would be valid if it were to have a more limited scope or tenor, this provision will first apply automatically to the widest scope or largest tenor under which it would be applicable still.
- c. Without prejudice to the provisions of section b, parties can, if they so wish, enter in consultation with the purpose of establishing new provisions to substitute the void and/or annulled provisions. Hereby the purpose and tenor of the void and/or annulled provisions will be adhered to as much as possible.

**Article 17 Place of reference and modification of conditions:**

- a. The present general conditions are applicable to all legal relationships which have come about during the period in which user applies these general conditions. These general conditions are also applicable to all other legal relationships to which parties declare these general conditions applicable.
- b. User has the right to unilaterally modify these general conditions. Any possible modifications of these general conditions alter the legal relationship between user and contract partner from the moment user has informed contract partner with regard to the modification of these general conditions and user has made available the new version of the general conditions to contract partner.
- c. These conditions are listed on the website of user and can be downloaded there.
- d. These conditions are always forwarded to contract partner at their first request.
- e. In the event the Dutch text of these general conditions deviates from a translation thereof, the Dutch text will always be determinant for the interpretation of these conditions.