#### **General Terms and Conditions**

# Article 1 General

1.1 In these General Terms and Conditions, Anneke Kamerling means: J.C. Kamerling with trade names ITTS (International Text and Translation Services) / het-boekje.nl / Secrets of Greece/ Artista; Client: the (potential) Client of business and /or services of Anneke Kamerling, this can be both a private person and a legal entity; Order confirmation/invoice: The order confirmation/invoice as described in article 2.4. Terms and Conditions: these General Terms and Conditions.

1.2 Unless expressly agreed otherwise in writing (via fax, letter, or e-mail), these General Terms and Conditions apply to all agreements regarding goods and/or services, which are granted and/or delivered by Anneke Kamerling to the Client under the following conditions.

1.3 The applicability of any purchase or other conditions of the Client is expressly rejected.

1.4 If (a) provision(s) of these General Terms and Conditions is/are null and void or is/will be annulled, the other provisions of these General Terms and Conditions will remain in full force and effect. Anneke Kamerling and the Client will then enter into consultation in order to agree on (a) new provision(s) to replace the void or annulled provision(s), whereby as much as possible the purpose and purport of the void or annulled provision(s) is/will be observed.

## Article 2 Orders, Quotations and Agreements

2.1 Everything that Anneke Kamerling offers in terms of possibilities for business and /or services, is an invitation to the Client to make an order.

2.2 The agreement between Anneke Kamerling and the Client is concluded because the Client has placed an order and the Client has received an order confirmation from Anneke Kamerling with the details of the relevant goods and/or services in writing (via fax, letter or e-mail). Orders can be placed with Anneke Kamerling both in writing (via fax, letter, or e-mail) and by telephone.

2.3 In many cases, the invoice will also serve as an order confirmation. The order confirmation/invoice shall in any case contain the following information: The goods and/or services in question, the price, invoice/order number and the e-mail address and/or telephone number where the Client can turn with questions about the order.

2.4 The agreement contains all agreements made between the Client and Anneke Kamerling and replaces all previously made agreements, arrangements and/or agreements between the Client and Anneke Kamerling.

2.5 The administration of Anneke Kamerling applies, subject to proof to the contrary, as proof of the information, orders and payments made by the Client to Anneke Kamerling and of deliveries made by Anneke Kamerling. Anneke Kamerling acknowledges that electronic communication can serve as evidence. By accepting the General Terms and Conditions, the Client also acknowledges this.

2.6 If the Client and Anneke Kamerling agree that the Client will purchase other matters and/or services from Anneke Kamerling, these agreements will be arranged via a separate agreement. Even if both parties decide to deviate from the General Terms and Conditions, this will be arranged in writing (via fax, letter, or e-mail) via a separate agreement.

2.7 If during the execution of the agreement it appears that it is necessary for a proper execution thereof to change or supplement it, the parties will adjust the agreement in time and in mutual consultation. If the nature, scope, or content of the agreement, whether or not at the request or direction of the Client, of the competent authorities, etc., is changed and the agreement is thereby changed in qualitative and / or quantitative terms, this may have consequences for what was originally agreed. As a result, the originally agreed amount can also be increased or reduced. Anneke Kamerling will quote as much as possible in advance. By amending the agreement, the originally specified period of execution can also be changed. The Client accepts the possibility of modification of the agreement, including the change in price and term of execution.

2.8 If the agreement is changed, including an addition, then Anneke Kamerling is entitled to implement it only after approval has been given by the person authorized within Anneke Kamerling and the Client has agreed to the price and other conditions specified for the execution, including the time to be determined at that time at which it will be implemented. The non-execution or non-immediate execution of the amended agreement does not constitute a breach of contract on the part of Anneke Kamerling and is not a ground for the Client to terminate or cancel the agreement.

2.9 Without giving any default, Anneke Kamerling may refuse a request for amendment of the agreement if this could have a qualitative and/or quantitative effect, for example, for the work to be performed or goods to be delivered in that context.

2.10 If the Client should be in default in the proper fulfilment of what he is obliged to Anneke Kamerling, then the Client is liable for all damage on the part of Anneke Kamerling arising directly or indirectly as a result.

2.11 If Anneke Kamerling agrees with the Client a fixed fee or fixed price, then Anneke Kamerling is nevertheless at all times entitled to increase this fee or this price without the Client being entitled in that case to dissolve the agreement for that reason, if the increase in the price results from a power or obligation under the laws or regulations or finds its cause in an increase in the price of raw materials, wages, etc. or on other grounds that were not reasonably foreseeable at the time of entering into the agreement.

2.12 Anneke Kamerling cannot be held to its quotations or offers if the Client can reasonably understand that the quotations or offers, or a part thereof, contain an obvious mistake or error.

2.13 No right can be derived from the quotation or offer in any way if the product to which the quotation or the offer relates is no longer available in the meantime.

2.14 If the agreement is executed in phases, Anneke Kamerling can suspend the execution of those parts that belong to a subsequent phase until the Client has approved the results of the preceding phase in writing.

2.15 Anneke Kamerling is authorized to suspend the fulfilment of the obligations or to dissolve the agreement if the Client does not, not fully or not timely comply with the obligations under the agreement, after the conclusion of the agreement Anneke Kamerling comes to the knowledge circumstances give good reason to fear that the Client will not fulfill the obligations, if, at the conclusion of the agreement, the Client has been requested to provide security for the fulfilment of his obligations under the agreement and this security is lacking or insufficient or if, due to the delay on the part of the Client, Anneke Kamerling can no longer be required to comply with the agreement under the originally agreed conditions.

2.16 Furthermore, Anneke Kamerling is authorized to dissolve the agreement if circumstances arise that are of such a nature that fulfilment of the agreement is impossible or if circumstances arise otherwise that are of such a nature that unaltered maintenance of the agreement cannot reasonably be required of Anneke Kamerling.

2.17 If the agreement is dissolved, Anneke Kamerling's claims against the Client are immediately due and payable. If Anneke Kamerling suspends the fulfilment of the obligations, she retains her claims under the law and agreement.

2.18 If Anneke Kamerling proceeds to suspension or dissolution, she is in no way obliged to pay compensation for damage and costs arising as a result in any way.

2.19 If the dissolution is attributable to the Client, Anneke Kamerling is entitled to compensation for the damage, including the costs, arising directly and indirectly as a result.

2.20 If the Client fails to fulfil its obligations arising from the agreement and this non-performance justifies dissolution, Anneke Kamerling is entitled to dissolve the agreement immediately and with immediate effect without any obligation on its part to pay any

compensation or compensation, while the Client, out of the main of non-performance, is obliged to pay compensation or compensation.

2.21 If the agreement is terminated prematurely by Anneke Kamerling, Anneke Kamerling will, in consultation with the Client, ensure that work still to be performed is transferred to third parties. This unless the termination is attributable to the Client. If the transfer of the work entails additional costs for Anneke Kamerling, these will be charged to the Client. The Client is obliged to pay these costs within the aforementioned period, unless Anneke Kamerling indicates otherwise.

2.22 In the event of liquidation, of (application for) suspension of payment or bankruptcy, of attachment - if and insofar as the attachment has not been lifted within three months - at the expense of the Client, of debt restructuring or any other circumstance as a result of which the Client can no longer freely dispose of his assets, Anneke Kamerling is free to terminate the agreement immediately and with immediate effect or to cancel the order or agreement, without any obligation on its part to pay any compensation or compensation. In that case, Anneke Kamerling's claims against the Client are immediately due and payable.

2.23 If the Client cancels an order placed in whole or in part, then the work that has been carried out and the goods ordered or prepared for this purpose, plus any supply and delivery costs thereof and the working time reserved for the execution of the agreement, will be charged in full to the Client.

# Article 3 Prices/rates and payment

3.1 All prices for the goods offered are in euros, excluding VAT and other government levies, any costs to be incurred in the context of the agreement, including travel and accommodation, shipping, and administration costs, unless otherwise indicated.

3.2 All invoices will be paid by the Client no later than the fourteenth day after the date of the invoice, unless otherwise agreed in writing (via fax, letter, or e-mail).

3.3 In the event that the payment term is exceeded, Anneke Kamerling is entitled to charge the Client an interest of 1% per month from the due date of the invoice, whereby a part of a month is charged for a whole month.

3.4 If the Client has not paid, not fully or not before the final date of payment stated in the reminder, even after sending the reminder, Anneke Kamerling has the right to charge her extrajudicial (collection) costs to the Client. The Client is also obliged to pay actual legal costs incurred, insofar as any legal costs order amounts to a lower amount.

3.5 In the event of non-compliance by the Client with what has been agreed regarding payment, Anneke Kamerling is entitled to dissolve the agreement with immediate effect extrajudicially or to suspend its obligations, as well as entitled to refuse the Client access to Anneke Kamerling's system without giving reasons.

3.6 A composite quotation does not oblige Anneke Kamerling to perform a part of the assignment at a corresponding part of the specified price. Offers or quotations do not automatically apply to future orders.

3.7 Anneke Kamerling is entitled to execute the agreement in different phases and to invoice the part thus carried out separately.

# Article 4 Delivery/delivery terms

4.1 Deliveries and associated rates in consultation between Anneke Kamerling and Client.

4.2 The delivery time will be determined in consultation between Anneke Kamerling and Client. The delivery will always only take place after receipt by Anneke Kamerling of payment, unless otherwise agreed in writing (via fax, letter, or e-mail). The delivery times always count as an indication and not as a deadline.

4.3 Upon receipt, the Client must thoroughly inspect the work for errors and defects, and these must be reported to Anneke Kamerling within 48 hours, failing which the Client acknowledges having received the work in good condition.

4.4 Delivery is at the 1st threshold of the Client's home, at high-rise buildings at the main entrance, or via fax, letter, or e-mail.

# Article 5 Liability

5.1 If Anneke Kamerling should be liable, this liability is limited to what is regulated in this provision.

5.2 Anneke Kamerling is not liable for damage, of whatever nature, caused by the fact that Anneke Kamerling has relied on incorrect and/or incomplete data provided by or on behalf of the Client.

5.3 If Anneke Kamerling should be liable for any damage, the liability of Anneke Kamerling is limited to a maximum of the invoice value of the order, at least to that part of the order to which the liability relates.

5.4 The liability of Anneke Kamerling is in any case always limited to the amount of the payment of her insurer in any case.

5.5 Anneke Kamerling is only liable for direct damage.

5.6 Direct damage is exclusively understood to mean the reasonable costs for determining the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions, any reasonable costs incurred to have the defective performance of Anneke Kamerling comply with the agreement, insofar as these can be attributed to Anneke Kamerling and reasonable costs, made to prevent or limit damage, insofar as the Client demonstrates that these costs have led to the limitation of direct damage as referred to in these general terms and conditions. Anneke Kamerling is never liable for indirect damage, including consequential damage, loss of profit, missed savings and damage due to business stagnation.

5.7 The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on the part of Anneke Kamerling or its third parties.

5.8 Anneke Kamerling gives no guarantee on the services and delivered goods provided through it.

# Article 6 Force majeure and/or special circumstances

6.1 Anneke Kamerling is not obliged to fulfil any obligation towards the Client if she is prevented from doing so as a result of a circumstance that is not due to her fault, nor by virtue of law, legal act or generally accepted views for her account.

6.2 Circumstances within the meaning of Article 6.1 include a business failure, a malfunction in the energy or material supply, transport delay, a strike and the non-delivery or late delivery by suppliers.

# Article 7 Books, texts, translations, websites, leaflets, designs and layouts

7.1 Anneke Kamerling will carry out the work with regard to books, texts, translations, websites, leaflets, designs and layouts to the best of our knowledge and ability and in accordance with the requirements of good craftsmanship. All this on the basis of the state of science known at that time.

7.2 The Client must at all times check the books, texts, translations, websites, leaflets, designs and layouts provided by Anneke Kamerling for errors and defects and send Anneke Kamerling in writing (via fax, letter or e-mail) proof of approval / acceptance before proceeding to publication. Any errors and defects must be offered to Anneke Kamerling for correction within 48 hours, failing which the Client acknowledges having received the work in good condition. Anneke Kamerling will correct the reported errors and/or defects in consultation within a reasonable period of time.

7.3 Anneke Kamerling is not liable for damage, of any nature whatsoever, due to (typing) errors by Anneke Kamerling, which have not been offered to Anneke Kamerling for correction in time before publishing books, texts, translations, websites, leaflets, designs and layouts.

7.4 Anneke Kamerling is not liable for damage, of any nature whatsoever, because Anneke Kamerling has relied on incorrect and/or incomplete data provided by the Client.

7.5 The Client is at all times ultimately responsible for the publication of books, texts, translations, websites, leaflets, designs and layouts supplied by Anneke Kamerling

# Article 8 Travel

8.1 Booking request: For booking requests, by telephone, by e-mail, post or via the website, the Client will receive a written quotation from Anneke Kamerling by post or by e-mail. Client cannot derive any right from booking requests. A booking request is not a final booking.

8.2 Reservation Agreement: All agreements are concluded as soon as Anneke Kamerling has received the confirmation of acceptance of the quotation and the data necessary for the agreement in writing (by e-mail, by post) or by telephone from the Client.

8.3 Booking confirmation/Invoice: All agreements are confirmed by Anneke Kamerling in writing (by post or by e-mail). The booking confirmation is also the invoice. Inaccuracies must be reported within 10 working days of receipt. Costs resulting from errors later detected (change costs) are at the expense of the Client. (Name) changes are not always possible (depending on the transport company). If a change is not possible, the change will have to be treated as a cancellation and new reservation. Costs arising from a cancellation and new reservation are at the expense of the Client.

8.4 Travel documents: After receipt of the payment, Anneke Kamerling will send the travel documents to the Client approximately 2 weeks before the start of the booked trip.

8.5 Prices: The prices stated in the brochures and on the website are in euros and per person. It is assumed that a minimum occupancy of two people in a standard hotel room or studio / apartment in an apartment complex. A surcharge may be charged for single use of a double room/studio/apartment.

8.6 (Air) port taxes and (fuel) surcharges: The prices stated in the brochures and on the website include (air) port taxes and (fuel) surcharges. Anneke Kamerling has the right to pass this on to the Client in the event of unforeseen increases in taxes and/or (environmental) levies.

8.7 Payment:

8.7.1 The invoice, also a booking confirmation, states the deposit amount and the remaining amount.

8.7.2 Immediately after receipt of the invoice, the Client must pay the deposit to Anneke Kamerling. The deposit is 20% of the total travel sum.

8.7.3 Six weeks before the start of the trip, the total travel sum must be paid to Anneke Kamerling. The date on which the remaining amount must be in the possession of Anneke Kamerling is stated on the invoice.

8.7.4 If the trip is booked less than six weeks before the start of the trip, the entire invoice amount must be paid directly by the Client to Anneke Kamerling.

8.7.5 For payment of last-minutes, other provisions apply that may differ per booking. Anneke Kamerling will go through the payment terms with the Client at the time of booking. For the preparation of tickets at the airport (or if possible, to be sent to you by express mail) the extra costs will be charged to the Client.

8.7.6 In the event of late payment by the Client, Anneke Kamerling has the right to dissolve the agreement immediately against the applicable cancellation conditions. In that case, the cancellation costs are at the expense of the Client.

8.8 Modification by the Client:

8.8.1 Up to 28 days before the date of the trip, changes to the reservation made may, at the request of the Client (main contractor), as far as possible, be made. For this, change costs will be charged, plus any communication costs and additional costs of the travel sum. The change costs are at the expense of the Client.

8.8.2 (Name) changes are not always possible (depending on the transport company). However, Anneke Kamerling will do her utmost to achieve this. If a change is not possible, the change will have to be treated as a cancellation and new reservation. Costs arising from a cancellation and new reservation are at the expense of the Client.

8.8.3 Changes within 28 days will as a rule be treated as a cancellation and new reservation.

8.9 Cancellation by the Client: If the participant cancels the trip, the following provisions will apply:

8.9.1 In case of cancellation by the Client up to six weeks before the day of commencement of the trip, the deposit will be charged. 8.9.2 Bij cancellation by the Client from six weeks to four weeks before the day of commencement of the trip, 35% of the total travel sum will be charged.

8.9.3 Bij cancellation by the Client from four weeks to three weeks before the day of commencement of the trip, 40% of the total travel sum will be charged.

8.9.4 Bij cancellation by the Client from the three weeks to two weeks before the day of commencement of the trip, 50% of the total travel sum will be charged.

8.9.5 Bij cancellation by the Client from two weeks to one week before the day of commencement of the trip, 75% of the total travel sum will be charged.

8.9.6 Bij cancellation by the Client within one week before the day of commencement of the trip, 100% of the total travel sum will be charged.

8.10 Modification or cancellation by Anneke Kamerling:

8.10.1 Anneke Kamerling can only change or terminate the agreement in case of important circumstances. Important circumstances are understood to mean: circumstances that are of such a nature that further binding of Anneke Kamerling to the travel agreement cannot reasonably be required.

8.10.2 Anneke Kamerling will inform the Client of the cancellation or change within two working days, stating reasons.

8.10.3 In the event of a change by Anneke Kamerling, the Client has the right to cancel the trip free of charge within one week of receipt of the above-mentioned message.

8.10.4 Anneke Kamerling will also try to offer the Client a trip that is equivalent in terms of location, class, and facilities.

8.11 Changes in travel sum: Anneke Kamerling has the right to change the travel sum if there is reason to do so, e.g., due to an increase in transport costs, levies, and exchange rates. These increases are passed on to you net, i.e., without storage.

8.12 VAT reservation: If the Dutch or foreign VAT regulations are changed, the travel amounts will, if applicable, be adjusted accordingly and, if increased, will be passed on to the Client.

8.13 Liability of Anneke Kamerling:

8.13.1 Anneke Kamerling cannot be held liable in situations that are the result of: a) natural disasters, acts of war, terrorism, and political unrest; (b) the journey to the holiday country and back, the transport to the accommodation and back; c) damage in events carried out by third parties such as excursions and active programs.

8.13.2 Anneke Kamerling is not responsible for damage insofar as it is not due to its fault under Dutch Law and according to the views prevailing in the Netherlands.

8.13.3 Anneke Kamerling is not liable for damage due to conscious or negligent actions of the Client.

8.13.4 Liability for damage for which the usual travel and cancellation costs insurance usually provides coverage is excluded.8.14 Obligations and liability of the Client:

8.14.1 Damage suffered by the Client due to the late presence at pick-up points, the non-possession of the necessary travel documents, etc. is at the expense of the Client. The Client must satisfy himself of the correct departure times and perform the necessary formalities such as reconfirming the (camping) flight.

8.14.2 The Client must be in possession of a valid proof of identity, with which it is possible to travel. If applicable, the Client must also be in possession of a valid visa.

8.14.3 Anneke Kamerling can in no way be held liable for any damage that may result from paragraphs 8.14.1 and 8.14.2.

8.15 (Camping flight) (return) flight conditions:

8.15.1 The departure times of charter flights (telephone or written) are indicative and do not bind Anneke Kamerling. Charter airlines have the right to make changes up to 24 hours before departure.

8.15.2 On both charter and scheduled flights, the Client may carry limited baggage. If the permitted weight or reserved for payment is exceeded, a surcharge may be charged. This surcharge is at the expense of the Client.

8.15.3 On charter and scheduled flights, infants up to and including one year of age are not entitled to their own seat.

8.16 Delays: Delays can occur, e.g., due to strikes, weather conditions or crowds in the airspace. The cancellation insurance provides coverage for delays under certain conditions. Anneke Kamerling is not liable for delays.

8.17 Itineraries: All itineraries are indicated in the locally applicable times and are issued subject to changes by the carriers. The schedules can be changed at any time by the transport companies. If a change takes place after receipt of the travel documents, Anneke Kamerling will inform the Client by e-mail and/or by telephone. Anneke Kamerling can under no circumstances be held liable for any costs arising from a schedule change.

8.18 Preference/essence: Anneke Kamerling will try as much as possible to meet special wishes (preferences) of the Client. The Client must report this to Anneke Kamerling when booking. Whether the preference can be met depends largely on the final service provider. A guarantee can never be given for this. If the client's wish is so important that, if this cannot be met, the travel agreement cannot be concluded, then there is essential.

8.19 Problems and complaints:

8.19.1 Unexpected problems and /or complaints and shortcomings must be reported directly by the Client to Anneke Kamerling to enable Anneke Kamerling to remedy them.

8.19.2 Anneke must be given a reasonable period of time to try to remedy the shortcomings.

8.19.3 If a problem / complaint has not been resolved satisfactorily, the Client must always report it to Anneke Kamerling in writing (by post or by e-mail) immediately after the expiry of the reasonable period. If the Client does not make a written notification, this can never lead to compensation afterwards.

8.20 General reservation: Obvious errors in the brochures, on the website, in advertisements or in the correspondence do not bind Anneke Kamerling. Price changes are also reserved. Anneke Kamerling cannot be held liable if due to changes

from the outside certain information in the brochures, on the website, in advertisements or in the correspondence no longer appears to be correct.

8.21 Privacy: All personal data such as name and address details, birth dates, telephone numbers and e-mail will be treated strictly confidentially and only by Anneke Kamerling and if necessary, by partners (transport companies).

## Article 9 Interior advice and design and designs

9.1 Anneke Kamerling will carry out the work with regard to interior advice and design and designs to the best understanding and ability and in accordance with the requirements of good craftsmanship. All this on the basis of the state of science known at that time.

9.2 The Client must at all times check the interior advice and design and designs provided by Anneke Kamerling for errors and defects and send Anneke Kamerling proof of approval / acceptance in writing (via fax, letter or e-mail) before proceeding to their implementation. Any errors and defects must be offered to Anneke Kamerling for correction within 48 hours, failing which the Client acknowledges having received the work in good condition. Anneke Kamerling will correct the reported errors and/or defects in consultation within a reasonable period of time.

9.3 Anneke Kamerling is not liable for damage, of any nature whatsoever, due to (drawing) errors of Anneke Kamerling, which have not been offered to Anneke Kamerling for correction in time before the execution of interior advice and design and designs.

9.4 Anneke Kamerling is not liable for damage, of any nature whatsoever, because Anneke Kamerling has relied on incorrect and/ or incomplete data provided by the Client.

# Article 10 Rental of works of art

10.1 Unless otherwise agreed in writing (via fax, letter, or e-mail), the rental period of a work of art is 1 year.

10.2 Unless otherwise agreed in writing (via fax, letter, or e-mail), the Client has the right to purchase the works of art during the rental period with a discount equal to the rent payment paid for the first year.

10.3 The works of art are only rented by Anneke Kamerling after the Client has taken note of the General Terms and Conditions.

10.4 The Client must handle the artworks with care during the rental period. The structures must not be placed in the immediate vicinity of a heat source or damp place and must be protected as much as possible from direct sunlight and must be attached by means of a proper hanging system.

10.5 It is forbidden to reproduce the works of art (or have them reproduced), to exhibit them elsewhere or to give them to third parties for hire or loan.

10.6 The Client is obliged to inform Anneke Kamerling of this immediately in writing (via fax, letter or e-mail) in the event of damage, loss or loss of works of art. It is not allowed to carry out repairs yourself or to have them carried out. The Client is liable for all damage to the work arising in the period beginning at the moment that the Client has received the work and ending at the moment that the work is returned to Anneke Kamerling.

10.7 Before the end of the rental period, Anneke Kamerling will contact the Client. If the work is not purchased by the Client, Anneke Kamerling makes an appointment to receive the artwork again, or to come and pick it up. If the Client is unable to return the work of art at the end of the rental period (e.g., by holiday), he must contact Anneke Kamerling at least two weeks before the start of the period of being prevented from attending. If the Client does not return the work on time, Anneke Kamerling will consider the work as purchased and Anneke Kamerling is entitled to claim the full value of the work, as indicated on the order confirmation / invoice.

10.8 Before the work of art is returned, the Client must check whether it is still in good condition. If this is not the case, the Client must contact Anneke Kamerling. The Client must adequately package the works for transport and bears full responsibility for this. The Client must pack the works adequately, qualitatively at least equal to the way in which the work of art was packaged when it was delivered. For questions about the packaging, the Client must contact Anneke Kamerling.

# Article 11 Sale of works of art

11.1 After the Client has received the work of art ordered by him, the Client has the authority to dissolve the underlying agreement with Anneke Kamerling within ten (10) working days after receipt of this work of art. The Client does not have to give a reason for this. 11.2 If the Client wishes to dissolve the agreement pursuant to Article 10.1 of these terms and conditions, the Client must report this in writing (via e-mail, letter, or fax) to Anneke Kamerling. The Client must - after consultation with Anneke Kamerling - return the work of art to a return address determined by Anneke Kamerling. In this case, the Client owes a contribution of 50 euros to the transport costs incurred.

11.3 If the Client has already made any payments at the time that the Client has concluded the agreement with Anneke Kamerling pursuant to Article 10.1. and has dissolved 10.2 of these General Terms and Conditions, Anneke Kamerling will refund these payments to the Client within fourteen (14) working days after Anneke Kamerling has received the work of art returned by the Client.

11.4 Anneke Kamerling reserves the right to refuse returned works of art or to credit only a part of the amount already paid, if it is suspected that the work of art has been damaged by the fault of the Client (other than that of Anneke Kamerling or the supplier of the work of art). The Client is liable for the damage caused during the period that he has it at his disposal. Anneke Kamerling has the right to have the damage repaired at the expense of the Client and is authorized to set off that damage against the amount paid by the Client on the understanding that the recovery of the damage will not be limited to this purpose.

11.5 If a work of art is returned that, in the opinion of Anneke Kamerling, has suffered damage that is due to an act or negligence of the Client or is otherwise at the risk of the Client, Anneke Kamerling will inform the Client of this in writing (via fax, letter or e-mail). Anneke Kamerling has the right to withe the depreciation of the work of art as a result of this damage from the amount to be refunded to the Client.

# Article 12 Indemnification

12.1 The Client indemnifies Anneke Kamerling against any claims of third parties who suffer damage in connection with the execution of the agreement and whose cause is attributable to other than Anneke Kamerling. If Anneke Kamerling should be held liable by third parties for this reason, the Client is obliged to assist Anneke Kamerling both outside and in court and to immediately do everything that may be expected of him in that case. If the Client fails to take adequate measures, Anneke Kamerling is entitled, without notice of default, to do so herself. All costs and damage on the part of Anneke Kamerling and third parties arising as a result of this, are entirely at the expense and risk of the Client.

# Article 13 Intellectual and industrial property rights

13.1 The Client must fully and unconditionally respect all intellectual and industrial property rights that rest on the goods delivered by Anneke Kamerling.

13.2 Anneke Kamerling does not guarantee that the goods delivered to the Client do not infringe any intellectual and / or industrial property rights of third parties and does not accept any liability in the event of any claim by third parties based on the proposition that an item delivered by Anneke Kamerling infringes any right of a third party.

13.3 Anneke Kamerling reserves the rights and powers that are conferred on him by the Copyright Act and other intellectual laws and regulations. Anneke Kamerling has the right to use the knowledge gained by the execution of an agreement on its side for other purposes, insofar as no strictly confidential information of the Client is brought to the attention of third parties.

#### Article 14 Orders/communication

14.1 Anneke Kamerling is in no way liable for misunderstandings, damages, delays or not clearly coming across orders and communications as a result of the use of the internet or any other means of communication in traffic between the Client and Anneke Kamerling, or between Anneke Kamerling and third parties, insofar as it relates to the relationship between the Client and Anneke Kamerling.

14.2 The Client shall ensure that all data, of which Anneke Kamerling indicates that these are necessary or of which the Client should reasonably understand that these are necessary for the execution of the agreement, are provided to Anneke Kamerling in a timely manner. If the information required for the execution of the agreement has not been provided to Anneke Kamerling in time, Anneke Kamerling has the right to suspend the execution of the agreement and / or to charge the client the additional costs resulting from the delay in accordance with the then usual rates. The execution period does not start until after the Client has made the data available to Anneke Kamerling. Anneke Kamerling is not liable for damage, of any nature whatsoever, because Anneke Kamerling has relied on incorrect and/ or incomplete data provided by the Client.

#### Article 15 Complaints

15.1 All complaints in connection with the delivery, quality, quality of goods and /or services and any other complaint, will be taken seriously by Anneke Kamerling.

15.2 The Client must make a complaint known to Anneke Kamerling (see further in article 16 of these terms and conditions).

15.3 Anneke Kamerling will try to resolve the complaint within ten (10) working days. Anneke Kamerling will inform the Client about this in writing (via fax, letter or e-mail).

# Article 16 Personal data

16.1 Personal data entered by the Client will be included in a file. This data will be used for the execution of the Client's order.

#### Article 17 Support of Anneke Kamerling

17.1 All correspondence based on these General Terms and Conditions takes place (via fax, letter, or e-mail) with Anneke Kamerling.

#### Article 18 Miscellaneous

18.1 If the Client informs Anneke Kamerling of an address in writing (via fax, letter or e-mail), Anneke Kamerling is entitled to send all orders to the relevant address, until the Client has provided Anneke Kamerling with a new address.

18.2 If Anneke Kamerling may or may not tacitly allow deviations from these General Terms and Conditions for a short or longer period of time, this does not affect its right to demand immediate and strict compliance with the General Terms and Conditions. The Client can never assert any right on the grounds that Anneke Kamerling applies these General Terms and Conditions flexibly. 18.3 Anneke Kamerling is authorized to use third parties in the execution of goods and/or services of the Client.

18.4 If work is carried out by Anneke Kamerling or third parties engaged by Anneke Kamerling in the context of the assignment at the client's location or a location designated by the Client, the Client shall take care of the facilities reasonably desired by those employees free of charge.

## Article 19 Applicable law and dispute settlement

19.1 All legal relationships to which Anneke Kamerling is a party are exclusively governed by Dutch law, even if an obligation is fully or partially performed abroad or if the party involved in the legal relationship is domiciled there. The applicability of the Vienna Sales Convention is excluded.

19.2 The court in the place of business of Anneke Kamerling has exclusive jurisdiction to take cognisable of disputes unless the law prescribes otherwise. Nevertheless, Anneke Kamerling has the right to submit the dispute to the competent court according to the law.

19.3 The parties will only appeal to the court after they have made every effort to settle a dispute by mutual agreement.

# Article 20 Location and amendment of conditions

20.1 These terms and conditions have been filed with the Chamber of Commerce in Harderwijk.

20.2 The last deposited version or the version as it applied at the time of the conclusion of the legal relationship with Anneke Kamerling always applies.

20.3 The Dutch text of the general terms and conditions is always decisive for the interpretation thereof.



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