

TERMS AND CONDITIONS

Admirror BV, with its registered office at 6301 PM Valkenburg ad Geul (Netherlands), De Valkenberg 6, registered in the register kept by the Chamber of Commerce under registration number 53182375, applies the following general terms and conditions:

Article 1. Definitions

these general terms and conditions are understood to mean:

1. Admirror

The entrepreneur who commercially offers project-managing projection mirrors and advertising materials.

2. Offer

Artículo 1. Definiciones

Se entiende que estos términos y condiciones generales significan:

1. Admirror

El emprendedor que comercialmente ofrece espejos de proyección y material publicitario para la gestión de proyectos.

2. Ofrecer Cualquier cotización de Admirror con respecto a la entrega de sus productos y servicios.

3. Acuerdo

Todo contrato que se celebre entre el cliente y Admirror, toda modificación del mismo o adición al mismo, así como todos los actos (legales) en preparación y para la ejecución del contrato, no siendo una oferta.

4. Productos y servicios

Todos los asuntos que sean objeto de un acuerdo entre el cliente y Admirror.

5. Condiciones

Estas condiciones generales de entrega.

6. Cliente / contraparte

La persona que ha celebrado un acuerdo con Admirror o la persona que ha solicitado o recibido una oferta en el sentido del párrafo 2.

7. Cesión

Cualquier orden para realizar el trabajo a que se refiere el párrafo 1 del cliente a Admirror.

Article 2. Applicability

1. 2.1 These general terms and conditions apply to and form an integral part of every offer, quotation and agreement that relates to services and goods of whatever nature to be provided by Admirror, unless expressly agreed otherwise in writing.
2. 2.2 These general terms and conditions also apply to agreements with Admirror in which third parties must be involved by Admirror for the execution.
3. 2.3 If, in addition to these terms and conditions, other terms and conditions apply, these general terms and conditions will prevail in the event of any conflict.
4. 2.4 It is only possible to deviate from these general terms and conditions if the parties have explicitly agreed so in writing.
5. 2.5 The applicability of any conditions of the other party is expressly rejected.
6. 2.6 If at any time one or more provisions in these general terms and conditions are wholly or partially invalid, or are destroyed, the other provisions of these general terms and conditions will remain fully applicable. Admirror and the other party will then enter into consultation in order to agree on new provisions to replace the void or voided provisions, taking into account as much as possible the purpose and intent of the original provisions.
7. 2.7 If a situation arises between the parties that is not regulated in these general terms and conditions or if there is a lack of clarity regarding the interpretation of one or more provisions within these general terms and conditions, this situation must be assessed or interpreted in accordance with the spirit of the general terms and conditions.
8. 2.8 These general terms and conditions are expressly made known to the client prior to the agreement and are an integral part of Admirror's general information provision to its clients.

Article 3. Offer

1. 3.1 All offers made by Admirror are without obligation, unless the contrary is expressly stated in an individually addressed written offer or a term for acceptance has been set in the offer.
2. 3.2 All offers or quotations made by Admirror are valid for a period of 14 days after the date of the offer or quotation, unless a different term for acceptance has been expressly established in writing.
3. 3.3 The prices stated in a quotation or offer are exclusive of 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 indicated otherwise.
4. 3.4 Admirror cannot be held to its quotations or offers if the other party can reasonably understand that the quotations or offers, or a part thereof, contain an obvious mistake or error. Obvious clerical errors or mistakes in Admirror's offers or quotations therefore release Admirror from the obligation to perform and/or any obligations to pay compensation arising therefrom, even after the agreement has been concluded.
5. 3.5 A quotation or offer lapses if the product to which the quotation or offer relates is no longer available in the meantime.
6. 3.6 All indications in offers, quotations and agreements and the appendices thereto, such as images, drawings, sizes and colors and in addition the properties of any samples provided are only indicative. Deviations are therefore not for the account and risk of Admirror. If Admirror shows or provides a model, sample or example, this is always only by way of indication: the qualities of the goods to be delivered may deviate from the sample, model or example.
7. 3.7 All attachments belonging to the quotation remain the property of Admirror and must be returned at its first request. Subject to its explicit and written permission, the client will not make a quotation provided by Admirror available to third parties for inspection or make available, nor may it be reproduced or made public.
8. 3.8 If the acceptance deviates from the offer included in the quotation or offer, Admirror is not bound by it. The agreement will then not be concluded in accordance with this deviating acceptance, unless Admirror indicates otherwise.
9. 3.9 A composite quotation does not oblige Admirror to perform part of the assignment for a corresponding part of the stated price.
10. 3.10 Offers and quotations do not automatically apply to future orders.

11. 3.11 The quotation/agreement shall at least include the following:

- - name of the client;
- - date of the agreement/quotation;
- - detailed description of the assignment;
- - agreed quality and quantity;
- - the applicability of these general terms and conditions;
- - any special conditions;
- - terms and methods of payment.

12. 3.12 The agreement between the client and Admiror is only concluded after written confirmation from Admiror. If the correctness of the content of this written acceptance is not disputed within 8 days, also in writing, the client and Admiror are bound by the agreement.

13. 3.13 Admiror represents all interests of third parties within its portfolio at all times. Admiror's clients are not allowed to contact these third parties directly. Clients are also not allowed to have these parties sign any agreements, unless Admiror has given prior written permission to do so. Agreements that are entered into directly in violation of these terms and conditions, without Admiror's knowledge, are not binding.

14. 3.14 Agreements for which, due to their nature and scope, no quotation and/or order confirmation is sent, are concluded because Admiror or a third party designated by it has started the execution thereof.

Article 4. Prices

4.1 All prices as stated in the agreement are in euros and are exclusive of VAT and other levies imposed by the government. Any additional costs such as travel and accommodation, shipping and administration costs are not included in the price and are for the account of the client, unless otherwise agreed.

Transport costs from the factory/workshop or place of business of Admiror are also not included in the price and are at the risk and expense of the client, unless the parties have expressly agreed otherwise in writing.

2. 4.2 The amounts shown in Admiror's offers or quotations are based on the prices, exchange rates, wages, taxes and other factors relevant to the price level existing during the offer. The prices as announced by Admiror in its brochures or on its website or otherwise can be changed at any time. If one or more of these factors change after the (order) confirmation, Admiror is entitled to adjust the agreed price accordingly. If a price increase is made pursuant to the present provision, and the increase amounts to more than 10% of the total agreed amount, the other party has the right to dissolve the agreement in writing within eight days after it is or could have been aware of the price increase, unless the an increase in the price arises from the authority or obligation under the law or regulations or is caused by an increase in the price of raw materials, wages, etc. or on other grounds that were not reasonably foreseeable when the agreement was entered into.
3. 4.3 All quotations and offers from Admiror are based on the information provided to Admiror by the client, whereby the client guarantees that all essential information for the execution of the assignment is correctly provided to Admiror.
4. 4.4 Costs of any additional purchased goods or services provided will be passed on directly to the client.

Article 5. Conclusion and amendment of the agreement

1. 5.1 The agreement between Admiror and the other party is entered into for a definite period of time, unless the nature of the agreement dictates otherwise or if the parties expressly agree otherwise in writing.
2. 5.2 Admiror has the right to have certain activities performed by third parties for the execution of the agreement. The applicability of article 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code is expressly excluded.

3. 5.3 If Admirror or third parties engaged by it in the context of the assignment carry out work at the location of the client or a location designated by the client, the client will provide the reasonably desired facilities of these employees free of charge.
4. 5.4 The agreement consists of these general terms and conditions as well as the order (confirmation). The agreement is concluded at the moment that the signed order confirmation is returned by Admirror.
5. 5.5 If the order has been given verbally, or if the order confirmation has not (yet) been signed and returned by Admirror, the order is nevertheless deemed to have been concluded at the moment that Admirror, at the request of the client, with the execution of the the job has started.
6. 5.6 The agreement between the parties supersedes and replaces previous correspondence, agreements, documentation and/or other information.
7. 5.7 Admirror is entitled, if necessary, to execute the agreement in different phases and to invoice the part thus executed separately. Admirror will inform the other party about this in advance. If the agreement is executed in phases, Admirror may suspend the execution of those parts that belong to a following phase until the other party has approved the results of the preceding phase in writing.
8. 5.8 If during the execution of the agreement it appears that it is necessary to change or supplement it, the parties will proceed to adjust the agreement in good time and in mutual consultation or draw up a new agreement. If the nature, scope or content of the agreement is changed and the agreement is changed in qualitative and/or quantitative terms as a result, this may have consequences for what has been agreed. The originally agreed amount can be increased or decreased. Admirror will provide a price quote in advance as much as possible. Furthermore, due to a change in the agreement, the originally stated term of execution can be changed. The other party accepts the possibility of amending the agreement, including the change in price and term of execution.
9. 5.9 Without being in default with regard to the original agreement, Admirror may refuse a request to amend the agreement if this could have qualitative and/or quantitative consequences.
10. 5.10 In the event of changes to the agreement, including a supplement, Admirror is only entitled to implement them after the other party has agreed to the renewed conditions, including the price, time of execution/delivery. Not or not immediately executing the amended agreement does not constitute a breach of contract on the part of Admirror and is no ground for the other party to dissolve or annul the agreement.
11. 5.11 The statement of delivery times in offers, quotations, agreements or otherwise will always be observed by Admirror as much as possible, but are not binding. If a term has been agreed or specified for the completion of certain work or for the delivery of certain items, this is never a strict deadline. If a term is exceeded, the other party must therefore first give Admirror written notice of default. Admirror must be offered a reasonable term to still implement the agreement.
12. 5.12 Admirror can only be held liable by the client in the event of late compliance and insofar as this non-compliance can be attributed to Admirror, after giving a reasonable term for compliance and after a notice of default has been given for direct damage resulting from this default. .
13. 5.13 If Admirror requires information from the other party for the execution of the agreement, the execution period will not commence until after the other party has made these correctly and completely available to Admirror. This also applies to the possible provision of employees of the client to Admirror who will be involved in Admirror's activities.
14. 5.14 If the data, cooperation and/or workspace required for the execution of the agreement are not provided to Admirror in time, Admirror will notify the client of this and Admirror has the right to suspend the execution of the agreement and/or to charge the additional costs resulting from the delay to the client in accordance with the then usual rates.
15. 5.15 Delivery of the goods will take place at the location of what the parties have expressly agreed in writing in the contract for the assignment. If no location is specified, delivery will take place at Admirror's offices. The other party is obliged to take delivery of the goods the moment they are made available to him. If the other party refuses to take delivery or is negligent in providing information or instructions that are necessary for the delivery, Admirror is entitled to store the goods at the expense and risk of the other party.
16. 5.16 Delivery takes place on the delivery date agreed between the parties or on demand. The delivery of the goods by Admirror is deemed to be the case, even if the client has not taken delivery of the goods, whereby the terms of Article 10, among others, will commence and the risk of damage to and/or loss of goods transfers to the client.

17. 5.17 If the parties have agreed that delivery or execution will take place at a location outside Admirror's establishment, the transport to the agreed location will be at the expense and risk of the client. This also applies to the unloading of goods. The goods are deemed to have been delivered by Admirror and to have been accepted by the client: upon delivery ex warehouse, as soon as the goods have been loaded into or onto the means of transport, upon delivery carriage paid, as soon as the goods have been delivered and unloaded.
18. 5.18 Admirror determines the manner of transport of the goods, but the execution of the transport is at the expense and risk of the client. Admirror is completely free in the manner of transport, shipment and packaging of the goods, without accepting any liability for this. Transport and insurance costs are for the account of the client.
19. 5.19 The client shall ensure that the means of transport can reach the unloading point well and over a suitable road and accessible area, and that there is sufficient space available for delivery. Delivery always takes place next to the vehicle, whereby the client is obliged to take receipt of the goods there. The Client and Admirror jointly take care of the unloading in such a way that Admirror can fulfill its obligation to unload as well as possible. If the client fails to do so, the costs incurred as a result will be fully borne by the client. Waiting times etc. can be charged to the buyer separately.
20. 5.20 Admirror is under no circumstances liable for damage caused to the client or to third parties at the time or as a result of the delivery of the products.
21. 5.21 The client is at all times obliged to purchase the goods purchased by him in full and to pay the full purchase price. The Client is also obliged to pay the full purchase price if he refuses to accept all goods purchased by him, whereby it is irrelevant under what conditions Admirror would deliver the goods.
22. 5.22 In the event that delivery on demand has been agreed without any deadlines being set for this, Admirror is authorized, if not all goods have been called up within three months after the conclusion of the agreements, to summon the client to specify a period within which everything will be called.
23. 5.23 The term to be stated by the client as described in article 5.22 may not exceed a period of three months, calculated from the day that the client could reasonably have taken cognizance of Admirror's summons.
24. 5.24 The Client is obliged to comply with the aforementioned summons. Failing this, Admirror is authorized to dissolve the agreement without judicial intervention and, if desired, to claim compensation.
25. 5.25 The assignment accepted by Admirror leads to a best efforts obligation and not to a result obligation, unless the parties have expressly agreed otherwise in writing. Admirror will execute the agreement to the best of its knowledge and ability and in accordance with good workmanship, based on the state of the art known at that time.
26. 5.26 In the event that Admirror is unable to provide its services on the agreed term due to weather conditions, this term will be moved to a new term. After the weather conditions have ended, the client can propose a new term to Admirror.

Article 6. Payment

1. 6.1 Payment of Admirror's invoices must be made within the agreed term(s), but no later than 14 days after the invoice date, unless otherwise indicated in writing by Admirror. The payment term can be regarded as a strict deadline. The other party is not entitled to set off any claim against Admirror against the amounts charged by Admirror.
2. 6.2 For assignments with a term of more than one month, the costs owed can be charged periodically.
3. 6.3 Admirror is at all times entitled to stipulate security in the form of a down payment, deposit or bank guarantee with regard to its claim, whereby the aforementioned security arrangements are not exhaustive.
4. 6.4 Payment is made by deposit or transfer to a bank account designated by Admirror. Admirror always has the right, both before and after the conclusion of the agreement, to demand security for the payment or advance payment, such under suspension of the execution of the agreement by Admirror, until the security has been provided and/or the advance payment has been received by Admirror. . If the advance payment is refused, Admirror is authorized to dissolve the agreement and the other party is liable for the damage resulting from this for Admirror.

5. 5.6.5 As soon as the term given in the first paragraph has been exceeded, the client is in default without further notice of default, after which the client owes 2% interest per month or, if higher, the statutory interest on the full invoice amount. The interest on the amount due and payable will be calculated from the moment that the other party is in default until the moment of payment of the full amount owed. The client also owes all extrajudicial costs of collection. These costs amount to 15% of the principal with a minimum of € 120.00. These are calculated as follows in accordance with the Decree on compensation for extrajudicial collection costs (BIK):

- - on the first Euro 2,500, -
- - on the next Euro 2,500, -
- - over the next Euro 5,000
- - on the next Euro 190,000, -
- - on the excess above Euro 200,000,
- -15% with minimum of € 120, - 10%
5%
1%

0,5% with maximum of €6.775, -

6. 6.6 All costs of collection (including the full costs of legal assistance, both in and out of court, provided by anyone) are entirely at the expense of the other party. Admirror's extrajudicial collection costs, to be calculated on the amount to be collected, are set at a minimum of €120 at at least 15% of the principal sum. These costs will be charged as soon as legal assistance has been invoked by Admirror. the claim for collection has been passed on, will be charged without any burden of proof and will be owed by the other party. The foregoing does not affect Admirror's right to charge higher costs if what has been calculated on the basis of the percentages does not cover costs.
7. 6.7 Payments made by the client first serve to reduce all costs owed, then the interest due and then the due and payable invoices that have been outstanding the longest, even if the client states that the payment relates to a later invoice.
8. 6.8 The other party must carefully check the invoice. Objections regarding (the amount) of the invoice must be made known to Admirror in writing within ten days of the date of the invoice. After the expiry of this term, the other party has lost (possible) rights in this regard.
9. 6.9 Without prejudice to the provisions of the preceding paragraphs, Admirror is entitled to claim full compensation from the client if the client does not comply with the obligations under the agreement.
10. 6.10 Admirror may, without being in default as a result, refuse an offer of payment if the other party designates a different order for the allocation of the payment. Admirror can refuse full repayment of the principal, if the noticed and current interest and collection costs are not also paid.
11. 6.11 If Admirror and the client have agreed that (partial) payments for the services will take place at the latest before or on the agreed term of performance, this payment obligation cannot be suspended by the client for any reason.
12. 6.12 The submission of a complaint by the client does not release the client from its (payment) obligations towards Admirror.
13. 6.13 The Client may not hand over any publication of Intellectual Property Rights protected material to Admirror until the agreed fees have been paid to Admirror.
14. 6.14 Any discounts given by Admirror relate exclusively and only to the net price and only apply to the relevant assignment.

Article 7. Suspension, dissolution and interim cancellation of the agreement

7.1 Admirror is authorized to suspend the fulfillment of the obligations or to dissolve the agreement in the following cases:

- - The other party does not, not fully or not timely fulfill the obligations under the agreement;
- - Circumstances that have come to the attention of Admirror after the conclusion of the agreement give good grounds to fear that the other party will not fulfill its obligations;

- - The other party was requested to provide security for its obligations under the agreement when the agreement was concluded and this security is not forthcoming or is insufficient;
 - - If, due to the delay on the part of the other party, Admiror can no longer be expected to fulfill the agreement under the original conditions;
 - - If circumstances arise of such a nature that fulfillment of the agreement is impossible or if other circumstances arise that are of such a nature that unaltered maintenance of the agreement cannot reasonably be expected of Admiror.
2. 7.2 If the agreement is dissolved, Admiror's claims against the other party are immediately due and payable. If Admiror suspends the fulfillment of its obligations, it will retain without prejudice to its claims arising from the law and the agreement.
 3. 3. 7.3 If Admiror proceeds to suspension or dissolution, it is in no way obliged to compensate damage and costs.
 4. 4. 7.4 If the dissolution is attributable to the other party, Admiror is entitled to obtain compensation for damage and expenses, including direct and indirect costs.
 5. 5. 7.5 The other party is deemed to be in default if it does not fulfill any obligation under the agreement or does not fulfill it on time, as well as if the other party does not comply with a written demand to fully comply within a set period.
 6. 7.6 In the event of default on the part of the other party, Admiror is entitled, without any obligation to pay compensation for damage, to dissolve the agreement in whole or in part by means of a written notification to the other party and/or any amount owed by the other party to Admiror immediately in are to be claimed in full.
 7. 7.7 In the event of default by the other party, the latter is obliged towards Admiror to grant compensation or indemnification.
 8. 7.8 In the event of liquidation, (applications for) suspension of payments or bankruptcy, attachment - if and insofar as the attachment is not lifted within three months - at the expense of the other party, of debt restructuring or any other circumstance as a result of which the other party can no longer freely dispose of its assets, Admiror is free to terminate the agreement with immediate effect or to cancel the agreement, without any obligation on its part to pay any compensation or compensation. In that case Admiror's claims against the other party are immediately due and payable.
 9. 7.9 If the other party cancels the agreement in whole or in part, all costs and the working time reserved for the execution of the agreement will be charged in full to the other party. Cancellation of an assignment by the client must be made in writing (by letter): in the event of cancellation between 40 and 21 days before delivery of the assignment, the client is obliged to pay 50% of the total amount due, without prejudice to the right to full compensation if the in reality damage suffered by Admiror is higher. In the event of a cancellation less than and equal to 21 days before delivery of the order, the client is obliged to pay the full amount of the total amount owed.

Article 8. Force majeure

1. 8.1 Admiror is not obliged to fulfill any obligation towards the other party if it is prevented from doing so as a result of a circumstance that is not due to its fault and is not for its account under the law, a legal act or generally accepted views.
2. 8.2 The term 'force majeure' is in any case understood to mean, but not limited to: unforeseen circumstances, also of an economic nature, which have arisen through no fault or fault of Admiror, such as epidemics, pandemics, weather conditions, a serious breakdown in the company, strikes, war, delays in transport and delayed or incorrect delivery of goods, materials or parts by third parties, including Admiror's supply companies.
3. 8.3 Admiror is not liable if a shortcoming is the result of force majeure. During the period in which there is force majeure, Admiror may suspend the obligations arising from the agreement. If this period lasts longer than three months, each of the parties is entitled to dissolve the agreement, without any obligation to pay compensation to the other party.

4. 8.4 If, upon the occurrence of force majeure, Admirror has partially fulfilled its obligations, or can only partially fulfill its obligations, it is entitled to invoice the part already delivered or to be delivered, or the costs incurred separately, and the other party is obliged to invoice as if it were a separate agreement.
5. 8.5 the event that Admirror is unable to start or continue its activities or deliveries within the agreed term due to weather influences or a pandemic or epidemic, the other party is not entitled to any form of compensation or compensation for whatever reason. Even if a strict deadline has been agreed between the parties, which cannot be achieved as a result of circumstances, the client will not be able to recover any form of (damage) compensation from Admirror.

Article 9. Retention of title, fist pledge

1. 9.1 All products to be delivered and delivered by Admirror remain the property of Admirror under all circumstances, as long as the other party has not paid any claim from Admirror, but are at the expense and risk of the other party.
2. 9.2 Admirror establishes a pledge by means of these general terms and conditions on the goods it has delivered which have not yet been transferred to the other party.
3. 9.3 The other party is not authorized to pledge the products delivered under retention of title to third parties, otherwise encumber them or transfer them in whole or in part, as long as the ownership thereof has not passed to it, except insofar as such transfer is in the exercise of the usual business activity of the other party takes place.
4. 9.4 The other party must always do everything that can reasonably be expected of it to safeguard Admirror's property rights.
5. 9.5 If the other party fails to fulfill its payment obligations towards Admirror or if Admirror has good reason to fear that the other party will fail in those obligations, Admirror is entitled to take back the products delivered subject to retention of title. The other party will at all times grant Admirror access to its site(s) or building(s) for the purpose of inspecting the products and/or for taking back the goods. After repossession, the other party will be credited for the market value, which will in no case be higher than the original purchase price less the costs incurred by the repossession.
6. 9.6 If third parties seize the goods delivered subject to retention of title or wish to establish or enforce rights thereon, the other party is obliged to inform Admirror of this immediately.
7. 9.7 The other party undertakes to insure and keep insured the goods delivered subject to retention of title against, among other things, accident, fire, explosion and water damage, as well as against theft and to make the policy of this insurance available for inspection to Admirror on first request. . In the event of any payment from the insurance, Admirror is entitled to the tokens.

Article 10. Warranties, complaints and limitation period

10.1 The goods and services to be delivered by Admirror meet the usual requirements and standards that can reasonably be set at the time of delivery and for which they are intended under normal use in the Netherlands. Admirror applies a warranty period of one year, unless otherwise stated in the quotation and/or order confirmation. A strict guarantee period can be determined by Admirror separately for each order. The warranty referred to in this article applies to items intended for use within the Netherlands.

In the event of use outside the Netherlands, the other party must verify whether its use is suitable for use there and meets the conditions set for it. In that case, Admirror can set other guarantee and other conditions with regard to the goods to be delivered or work to be performed.

2. 10.2 The Client guarantees that it will not use the services and/or products:
 - In such a way that the rights of Admirror or third parties are infringed and/or in an otherwise unlawful manner, including IP rights and rights to protect privacy;
 - Contrary to applicable laws or regulations;
 - Contrary to a provision of the agreement.
3. 10.3 Any form of warranty will lapse if a defect has arisen as a result of or arises from injudicious or improper use thereof, incorrect storage or maintenance thereof by the other party and/or third

parties without written permission or changes to the conditions of Admirror, the other party or third parties. have applied to the goods or have attempted to apply them. The other party is also not entitled to a guarantee if the defect is caused by or is the result of circumstances beyond Admirror's control, including weather conditions, et cetera.

4. 10.4 The client will no longer be able to assert any claims after the delivered products have been wholly or partially put into use, worked or processed, have been passed on to third parties or have been put into use, or have been otherwise apparently accepted. Minor deviations in quality, composition, properties, color and the like, which are unavoidable from a technical point of view, or which are generally accepted according to use, can never constitute grounds for complaint.
5. 10.5 The other party is obliged to thoroughly inspect the delivered goods, immediately at the moment that the goods are made available to it. In doing so, the client must check whether the correct items have been delivered in the correct quantities and in the correct condition. In addition, the client must determine whether the delivered goods meet the agreed quality requirements or the requirements that may be set for normal use or commercial purposes. Any shortages, visible defects and/or damage to the goods upon delivery must be stated by the client on the delivery note, the invoice and/or the transport documents, failing which the client is deemed to have accepted the goods.
6. 10.6 Complaints with regard to externally observable defects must be made in writing within two days after delivery or execution of the goods. Admirror can in no way be held liable for any form of compensation.
7. 10.7 Complaints with regard to defects that cannot be seen from the outside must be made in writing within two days after discovery, until the end of three months after delivery of the goods or execution of the work, which period applies as the expiry period.
8. 10.8 The notification of complaints must contain as detailed a description as possible of the defect so that Admirror is able to respond adequately. The other party must give Admirror the opportunity to investigate the complaint.
9. 10.9 If the defect is reported at a later time, the other party is no longer entitled to repair, replacement or compensation.
10. 10.10 Without prejudice to Admirror's obligations, if and insofar as not expressly agreed otherwise in writing with regard to the products to be delivered, minor deviations in size, colour, surface, structure and other small-scale deviations found shall not be grounds for rejection. .
11. 10.11 If an appeal to the guarantee of the other party would be justified, Admirror will, at the choice of Admirror, repair or deliver the goods to be delivered as agreed, unless this would have become demonstrably pointless for the other party in the meantime. If Admirror informs the other party that it will proceed with the repair, the other party will make the delivered goods available to Admirror at its own expense and risk. In the event of a well-founded appeal to the guarantee with regard to the services provided by Admirror, Admirror will each time bear the material costs. The costs associated with the processing of these materials will be borne by the client.
12. 10.12 A well-founded appeal to the guarantee will never imply any recognition of liability or grounds for claims for damages by the client. The client expressly waives this.
13. 10.13 If an appeal to the customer's guarantee turns out to be unfounded, the costs incurred as a result, such as research costs on the part of Admirror, will be fully borne by the customer.
14. 10.14 Any return of goods by the client may only take place after written approval from Admirror, but is at the expense and risk of the client and never implies any acknowledgment of liability.
15. 10. 10.15 After expiry of the warranty period, all costs for repair or replacement, including administration, shipping and call-out costs, will be charged to the client.
16. 10.16 Contrary to the statutory limitation periods, the limitation period for all claims and defenses against Admirror and the third parties involved by Admirror in the execution of an agreement is one year.
17. 10.17 The provisions of the previous paragraphs only apply to the services, goods and/or raw materials supplied by Admirror but obtained by it from third parties to the extent and to the extent that the third party supplier of those services, goods and/or raw materials to Admirror has given a guarantee.
18. 10.18 Complaints with regard to the amount of the invoices sent by Admirror must be reported in writing within eight days of the invoice date, which period shall apply as the expiry period.
19. 10.19 Without prejudice to a timely complaint by the client, the obligation to pay and accept orders placed remains in effect.

20. 10.20 Insofar as repair or replacement would be impossible, the agreement will be deemed to have been dissolved. With regard to complaints regarding defects as referred to in this article, Admirror is never obliged to pay any form of compensation.
21. 10.21 Damaged goods cannot be returned unless the parties agree otherwise.

Article 11. Liability

11.1 Admirror is only liable for direct damage suffered by the other party, if and insofar as that damage is the direct result of intent or willful recklessness on the part of Admirror.

2. 11.2 Admirror is not liable for damage, of whatever nature, caused by Admirror relying on incorrect and/or incomplete information and/or data provided by or on behalf of the other party.
3. 11.3 Admirror's total liability will in all cases only be limited to compensation for direct damage, whereby the total amount to be paid by Admirror to the other party on account of any cancellation obligations and compensation for damage will never exceed the maximum amount of the price stipulated for that agreement (excluding VAT) at least for that part of the order to which the liability relates.
4. 11.4 Admirror's liability is in any case always limited to the amount paid out by its insurer, where appropriate.
5. 11.5 Admirror is never liable for indirect damage. Including, but not limited to, consequential damage, lost profit, lost savings and damage due to business interruption.
6. 11.6 Admirror is not liable for damage if and insofar as the other party has taken out insurance or could reasonably have insured itself against the damage concerned.
7. 11.7 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 Admirror or its managers.
8. 11.8 The other party indemnifies Admirror against any claims from third parties who suffer damage in connection with the execution of the agreement or the use of the product and the cause of which is attributable to someone other than Admirror.
9. 11.9 If Admirror should be addressed by third parties, the other party is obliged to assist Admirror both in and out of court and to do everything that may be expected of him without delay. If the other party fails to take appropriate measures, Admirror is entitled to do so itself without notice of default. All costs and damage on the part of Admirror arising as a result will be at the expense and risk of the client.
10. 11.10 Admirror is liable in the same way with regard to work performed by third parties on its instructions as for work performed by its own employees, unless the liability is the result of intent or gross negligence on the part of the third party.
11. 11.11 The client is liable for the timely application and obtaining of all necessary permits or requirements. The client indemnifies Admirror against any form of liability in this regard. If the parties have already concluded an agreement and unexpectedly no valid permits or approvals have been obtained by the client, all costs incurred by Admirror as well as compensation will be recovered from the client.
12. 11.12 Damage claims must be reported to Admirror in writing within three months after the damage has occurred, on pain of forfeiture.
13. 11.13 If the other party should be in default in the proper fulfillment of what it is obliged to do towards Admirror, then the other party is liable for all damage and costs on the part of Admirror that have arisen directly or indirectly as a result.

Article 12. Intellectual property

1. 12.1 All texts, photos, drawings, sketches, diagrams, samples, models, knowledge, etc., including software, that are created and used by Admirror, even if they are handed over to the other party, will remain mental and/or physical property of Admirror and may therefore, subject to prior written permission from Admirror, be used for no other purpose than the execution of the agreement between Admirror and the other party. The provisions of this article constitute a reservation within the meaning of article 15 paragraph 1 of the Copyright Act. Nothing in these Terms and Conditions implies a transfer of intellectual property rights.

2. 12.2 Admiror reserves the other rights and powers accruing to it under the Copyright Act and other intellectual laws and regulations. Admiror has the right to use the knowledge gained by the execution of an agreement for other purposes, insofar as no strictly confidential information of the other party is disclosed to third parties.
3. 12.3 The other party indemnifies Admiror against claims from third parties with regard to services or goods originating from Admiror, concerning intellectual property rights.
4. 12.4 Other use or reuse of content creation, photos, film material or other copyrighted material of Admiror is not permitted unless Admiror has given explicit permission to do so in advance. The lack of written consent constitutes binding evidence that a required consent has not been given.
5. 12.5 In the event that the intellectual property rights to (part of) the services, products and/or content belong to Admiror's licensors, the client may have to accept the license terms and conditions of these third parties in order to use (all functions of) the services. and/or products. If the client does not want this, he will not be entitled to any claim against Admiror in this regard.

Article 13. Confidentiality and Personal Data Protection Act (Wbp)

1. 13.1 Admiror is obliged to maintain confidentiality of all information and data of the client towards third parties, insofar as not available to the public domain without Admiror's actions.
2. 13.2 The Client undertakes to observe strict secrecy towards Admiror with regard to all that is or will become known to it, whether or not in the context of the execution of the agreement, concerning the company(ies) of Admiror and furthermore to treat such information in the strictest confidence. , unless that information is generally known or if its disclosure is required by law or by stock exchange or other regulations.
3. 13.3 The Client is obliged to impose the same obligation on employees and third parties engaged by it in the execution of the agreement as stated in the second paragraph of this article.
4. 13.4 It is possible that Admiror processes personal data within the meaning of the Personal Data Protection Act ("Wbp") of (employees and/or customers of) the client in the context of the agreement. This personal data will be processed in accordance with Admiror's Privacy Statement and the applicable laws and regulations, including the Wbp.
5. 13.5 Admiror will adequately protect the personal data processed on behalf of the client. Admiror will implement appropriate technical and organizational measures to protect the personal data against loss and any form of unlawful processing. Taking into account the state of the art and the costs of implementation, these measures will guarantee an appropriate level of security, given the risks involved in the processing and the nature of the data to be protected. These measures will include:
 - Developing an information security policy document;
 - Physical security and security of equipment/data files, including firewalls, password login and/or encryption;
 - Assigning those responsible for security;
 - Using access security (procedures to give authorized employees access to the information systems and services).
6. 13.6 Admiror does not guarantee that the security is effective under all circumstances. If an expressly described security is missing, Admiror will make every effort to ensure that the security meets a level that is reasonable in view of the state of the art, the sensitivity of the personal data and the costs associated with taking the security.
7. 13.7 The Client will only make personal data available to Admiror for processing if it has ensured that the required security measures have been taken. The controller is responsible for compliance with the measures agreed by the parties.

8. 13.8 In the event of a security breach and/or a data breach within the meaning of Article 33 GDPR, Admirror will inform the controller or client without undue delay.
9. 13.9 Admirror will assist the controller where possible in fulfilling its responsibilities towards the supervisory authority and/or data subjects as referred to in Articles 33 and 34 GDPR.
10. 13.10 In the event that a data subject submits a request for access, rectification, erasure and/or limitation of processing as referred to in Article 15 – 19 GDPR to Admirror, Admirror will handle the request itself to the extent that it can do so itself. to do. It will inform the controller of the request. Admirror may charge the costs of processing the request to the controller.
11. 13.11 With regard to Admirror's liability for damage as a result of an attributable shortcoming in the fulfillment of the processing, the provisions of this agreement apply mutatis mutandis.
12. 13.12 With regard to the processing of personal data and everything related to the Personal Data Protection Act, the provisions as included in these general terms and conditions apply.

Article 14. Disputes and applicable law

1. 14.1 If there is a lack of clarity regarding the interpretation of one or more provisions of these general terms and conditions, the interpretation of those provision(s) must take place 'in the spirit' of these general terms and conditions.
2. 14.2 An agreement concluded with Admirror is governed by Dutch law, even if an obligation is wholly or partly performed abroad or if the party involved in the legal relationship has its registered office there. The applicability of the Vienna Sales Convention is expressly excluded.
3. 14.3 Any disputes relating to the agreement or arising from this agreement will be settled in the first instance by the competent court in the district where Admirror is established at the time of the conclusion of this agreement, unless mandatory law dictates otherwise. prescribes.
4. 14.4 The parties will only appeal to the courts after they have made every effort to settle the dispute in mutual consultation.
5. 14.5 Insofar as not expressly agreed otherwise in writing, all legal claims to which these general terms and conditions give rise to the other party lapse after one year has passed since the execution date.
6. 14.6 Complaints from the client about the services and/or activities must be made known in writing to Admirror within 5 working days after the date of the terminated services and/or activities. If this term is exceeded, any claim against Admirror in this regard will lapse.
7. 14.7 In the event of a justified complaint about the services and/or activities performed, Admirror has the right to perform these services and/or activities correctly within a reasonable period of time, or to charge the client for the relevant part of the assignment. credit.

Article 15. General terms and conditions

1. 15.1 These conditions have been filed with the Chamber of Commerce in Roermond.
2. 15.2 The most recently filed version or the version that applied at the time of the establishment of the legal relationship is always applicable.
3. 15.3 The Dutch text of the general terms and conditions is always decisive for the explanation thereof.