

Article 1: Applicability/definitions

1. These General Terms and Conditions apply to all offers and all agreements of purchase and sale as well as to all agreements for the performance of work, including advisory, design, mounting, maintenance, inspection and/or repair work by Niels van Roij Design, Kaatsheuvel, hereafter referred to as "NVRD".
2. The purchaser or the client shall hereinafter be referred to as "the Other Party".
3. A number of provisions in these General Terms and Conditions shall only include the situation in which the Other Party is a natural person that does not act in the carrying out of a profession or business. The Other Party shall be referred to as "the Consumer" in the context of these provisions.
4. "In writing" for the purposes of these General Terms and Conditions shall mean: by letter, e-mail, fax or any other mode of communication that is regarded as equivalent to writing in view of advances in technology and conventional practices.
5. The possible invalidity of (any part of) a provision contained in these General Terms and Conditions shall not affect the validity of the remaining provisions.
6. These General Terms and Conditions also apply to the additional or partial orders or partial or follow-up contracts following the agreement.
7. A lasting business relationship shall only be deemed to exist if NVRD has already handed these General Terms and Conditions several times to the Other Party. NVRD shall not be obliged to produce these General Terms and Conditions in order for them to apply to each new agreement.

Article 2: Establishing agreements

1. The agreement shall be established after the Other Party has accepted the offer from NVRD even if this acceptance differs in subordinate points from the offer. If however the acceptance by the Other Party differs essentially from the offer, the agreement shall not be deemed established until NVRD has expressly agreed to these differences in writing.
2. If the Other Party instructs NVRD or places an order without prior proposal, or if there is a verbal agreement, NVRD shall not be bound by this instruction, order or verbal agreement until after it has confirmed it in writing to the Other Party or as soon as NVRD – without objections from the Other Party, has commenced performance of these instructions, order or agreement.
3. Additions to or amendments to these General Terms and Conditions or the agreement shall only bind NVRD after these have been confirmed to the Other Party.

Article 3: Offers, quotations

1. All offers and quotations from NVRD shall be non-binding, unless they specify a date for acceptance. If an offer or quotation contains a non-binding proposal and the Other Party accepts such proposal, NVRD shall be entitled to withdraw the proposal within two working days of receiving acceptance.
2. A draft estimate shall not oblige NVRD to deliver part of the proposal stated in this estimate for a corresponding part of the price.

3. If the offer is based on information provided by the Other Party and this information appears incorrect or incomplete or if it later changes, NVRD shall be entitled to adjust the prices, rates and/or delivery terms stated in the offer.
4. Offers, proposals as well as prices and rates do not automatically apply to additional or new orders.
5. The samples and models shown and/or provided, specified colours, capacities, characteristics, dimensions, weights, and other descriptions in brochures, promotion material and/or on the website of NVRD are as accurate as possible, but given as indication only. The Other Party may not derive any rights from this.
6. The samples and models stated in the previous paragraph and all industrial and intellectual property rights thereof, shall remain NVRD's property and shall be returned to NVRD on first demand at the Other Party's expense.

Article 4: Fees, prices, rates

1. Unless parties have agreed a fixed fee, NVRD shall charge its fee on a time-costing basis, applying the agreed hourly rate or NVRD's customary hourly rate.
2. The prices or rates stated in the offers, proposals, price and rate lists and suchlike are exclusive of Dutch VAT and any possible costs, such as shipping or transport costs, costs for preparing vehicles, administrative costs and expense claims of third parties engaged.
3. The Other Party may stipulate an indication of the price or fee owed for performing repairs or maintenance when concluding the agreement. If the price or fee estimate may be overrun by 20% or more, NVRD will contact the Other Party to discuss the additional costs.
4. NVRD is entitled to increase a fixed fee if it appears during the execution of the agreement that the parties did not correctly estimate the agreed or expected amount of work when concluding the agreement, and this incorrect estimate is not due to an attributable failure of NVRD and it cannot reasonably be expected to carry out the work for the agreed fee.
5. In the event that a dispute arises between parties about the number of hours spent and/or charged, the hour recording of NVRD shall be binding. All this unless the contrary is proved on the part of the Other Party.
6.
 - a. If (cost)price increasing circumstances occur at the expense of NVRD between the date of concluding the agreement and the execution thereof due to legislation and regulations, currency fluctuations or price changes of the third parties or other suppliers engaged by NVRD or changes in the prices of the required materials, components and suchlike, NVRD shall be entitled to increase the agreed price or fee accordingly and charge it to the Other Party.
 - b. In the event of price or rate increases within 3 months after formation of the agreement, the consumer shall be entitled to terminate the agreement by means of a written statement. If the consumer has not informed NVRD within fourteen days after notification of the price or rate change that he wishes to make use of his authority to terminate, NVRD may assume that the consumer has agreed with the price or rate change.

Article 5: Engaging third parties

If required for the proper execution of the agreement, NVRD shall be entitled to have specific deliveries made or work carried out by third parties. This is at the discretion of NVRD.

Article 6: Obligations of the Other Party

1. The Other Party must ensure that:
 - a. it shall make all information and car registration papers required for the execution of the agreement available to NVRD in time and in the manner required by NVRD;
 - b. it shall make the vehicles or any other goods that are subject to the agreement available to NVRD on the agreed day and at the agreed time.
2. The Other Party shall ensure that the information, car registration papers etc are correct, complete and authentic and shall indemnify NVRD against any third-party claims arising from the information, car registration papers etc not being correct or authentic.
3. NVRD shall treat the information provided by the Other Party in confidence and only provide it to third parties insofar as necessary for the execution of the agreement.
4. The risk of vehicles or other items belonging to the Other Party which NVRD has in its possession for the execution of the agreement shall remain with the Other Party. The Other Party shall be obliged to adequately insure this vehicle or these goods. The same applies to property of the Other Party located in said vehicle at the time the Other Party makes it available to NVRD.
5. The Other Party acknowledges and accepts the final responsibility, risks and liability for the legal and administrative procedures related to the (re)registering of the vehicle after the project, compliant to the applicable traffic laws and regulations.
6. If the obligations under this Article are not complied with in time, NVRD shall be entitled to suspend the execution of the agreement until the moment that the Other Party has met its obligations. The costs related to the delay incurred and/or the costs for performing additional work or any other consequences arising from this shall be at the expense and risk of the Other Party.
7. If the Other Party fails to comply with its obligations and NVRD fails to require performance by the Other Party, it shall not affect NVRD's right to require performance at a later date.

Article 7: Delivery, delivery/completion periods

1. Agreed delivery/completion periods shall never be considered as strict deadlines. If NVRD fails to deliver the agreed performance at all or in time, it shall have to be given notice of default in writing accordingly, whereby NVRD shall be given a reasonable period to meet its delivery/completion obligations at a later date.
2. The risk concerning the delivered items shall pass to the Other Party at the time of delivery. The moment of delivery for the purposes of these General Terms and Conditions shall mean: the moment these items to be delivered will leave the premises, the warehouse or the site of NVRD, or the moment that NVRD has informed the Other Party that it may collect the items.
3. Contrary to the provisions of paragraph 2 of this Article the moment of delivery for consumers shall mean: the time at which the goods to be delivered are de facto in the possession of the consumer;
4. Dispatch or transport of the items ordered shall occur in a manner to be decided by NVRD, however at the expense and risk of the Other Party. NVRD is not liable for any damage of whatever nature – whether or not to the items themselves – that is related to the dispatch or the transport.
5. Contrary to the provisions of paragraph 4 of this Article, the dispatch or transport of items ordered on behalf of the consumers shall occur at the risk of NVRD, but at the expense of the Other Party.
6. If the items ordered cannot be delivered due to risks affecting the Other Party, or if the items are not collected, NVRD shall be entitled to store the items for the account and risk of the Other Party. Unless NVRD has expressly stipulated a different term in writing, the Other Party shall enable NVRD within one month after notifying it of the storage to deliver the items, or shall collect the items within said term.
7. If the Other Party still fails to meet its obligations after expiry of the term referred to in paragraph 6 of this Article, it shall be immediately in default. NVRD shall then be entitled to terminate the agreement

fully or partially with immediate effect, without judicial intervention, by means of a written statement, and to sell the items to third parties. All this without any obligation arising for NVRD to compensate damage, expenses and interest.

8. The above leaves intact the obligation of the Other Party to compensate any (storage) costs, losses due to delays, profit losses or any other damage.

Article 8: Progress, execution of agreement

1. If the start, progress or completion of the work or the agreed delivery of items is delayed due to the fact that:
 - a. NVRD has not received in time the information or car registration papers it needs from the Other Party;
 - b. NVRD has not received in time the agreed (advance) payment from the Other Party;
 - c. there are other circumstances that are at the expense and risk of the Other Party;

then NVRD shall be entitled to an extension of the delivery/completion term that may reasonably follow from those circumstances and it shall be entitled to charge to the Other Party the costs and damage involved, such as any waiting hours.

2. NVRD shall exert itself to effect the agreed work and deliveries within the time agreed and planned for this purpose, insofar as this can reasonably be expected from it. If the execution of the agreement should be expedited at the request of the Other Party, NVRD shall be entitled to charge the overtime hours and other costs involved to the Other Party.
3. NVRD shall be deemed to be familiar with all legal stipulations relevant for the execution of the agreement and any legislation that applies on the day of the execution of the agreement. The costs involved for the observance of these provisions and regulations shall be for the expense of the Other Party.
4. If during the execution of the agreement it appears that the work and/or deliveries cannot be carried out in the agreed manner as a result of unforeseen circumstances, NVRD shall consult with the Other Party about changing the agreement. NVRD shall at the same time inform the Other Party about the consequences of the change for the agreed prices, rates and the agreed delivery/completion terms. If the execution of the agreement has become impossible as a result, NVRD shall in any case be entitled to full compensation for the work already performed or deliveries already made.

Article 9: Part exchange/purchase of vehicles

1. When parties have agreed that the Other Party will trade in a vehicle against the purchase of a vehicle from NVRD, the trade-in vehicle shall remain for the account and risk of the Other Party until the moment of delivery. The moment of delivery for the purposes of these General Terms and Conditions shall mean the moment at which the vehicle used in the part exchange arrives on NVRD's premises.
2. The Other Party shall remain liable for all costs for maintenance, damage, loss and/or devaluation of the vehicle to be used in the part exchange until the moment of delivery.
3. NVRD shall not be bound by the agreed trade-in price if the actual delivery of the vehicle used for the part exchange is later than agreed or expected, regardless of whether this is caused by a delay in the anticipated delivery of the purchased vehicle by NVRD or otherwise. In that event a percentage agreed in advance between parties may be applied as depreciation against the trade-in or purchase price.
4. The Other Party shall guarantee that the vehicle it trades is free of any rights and claims by third parties, has not suffered any damage, or that any damage has been agreed between parties, that it is in a sound and road-worthy condition and has not been manipulated with respect to its mileage for instance.

5. The Other Party shall be obliged to provide NVRD with all information relating to the trade-in vehicle, of which it is aware, or could reasonably be aware that it is important to NVRD.

6. The Other Party shall also be obliged to issue to NVRD all car registration papers and other documents related to the trade-in vehicle.

Article 10: Contract variations

1. "Additional work" for the purposes of these General Terms and Conditions shall mean: all additional work and deliveries at the request of the Other Party or necessarily arising from the work and deliveries, which has/have not been included in the proposal, offer or assignment.

2. Contract variations must be agreed between NVRD and the Other Party orally or in writing and be confirmed in writing if necessary.

3. Settlement of contract variations shall in any case take place:

- a. In the event of amendments to the original instruction;
- b. In the event of unforeseen cost increases or decreases.

4. Settlement of contract variations shall occur at once with the final settlement, unless parties have explicitly agreed otherwise in writing.

Article 11: Delivery, acceptance

1. If the agreement relates for the performance of work and parties have not agreed an explicit delivery term, NVRD shall inform the Other Party that the agreed work has been completed and that the vehicle or item is ready for use.

2. The result of the work performed by NVRD shall be deemed to have been delivered in conformance with the agreement if the Other Party has verified this result and has signed the delivery statement or work slip have for approval.

3. The result of the work shall also be deemed to be delivered in accordance with the agreement, if the Other Party has taken into use the relevant vehicle or the item and has not complained to NVRD within two weeks after taking the vehicle or item into use.

4. Work not yet performed or not yet completed by third parties engaged by or on behalf of the Other Party, which will affect the appropriate use of the result of the work/the items, shall not affect the completion of the work performed by NVRD.

5. If the Other Party still finds defects, imperfections and suchlike regarding the (result of the) work/the items after the completion referred to in this Article, the provisions of the Complaints Article referred to in these General Terms and Conditions shall apply.

Article 12: Complaints

1. The Other Party is obliged to check the delivered items immediately after receipt and to state any visible failures, defects, damage and suchlike on the accompanying note. Should an accompanying note be lacking the Other Party must report the deficiencies, defects, damage and suchlike in writing to NVRD within 24 hours after receipt of the items.

2. Other complaints in view of the delivered items must be reported to NVRD in writing immediately after discovery – yet ultimately within the agreed guarantee period. All consequences of not immediately reporting these are at the risk of the Other Party. If no explicit guarantee period has been agreed, a period of 1 year after delivery shall apply.

3. All complaints in view of the work carried out must also be reported in writing to NVRD immediately after discovery, yet ultimately within 3 months after completion of the work. All consequences of not immediately reporting these are at the risk of the Other Party.
4. If a complaint has not been reported to NVRD within the periods previously referred to, the items are deemed to be in a good condition and in accordance with the agreement, or the work carried out is deemed to have been carried out in accordance with the agreement.
5. Complaints shall not defer the payment obligation of the Other Party.
6. The Other Party must give NVRD the opportunity to investigate the complaint and provide all information to NVRD that is relevant for the complaint. If it is essential to return the item or make the item available for investigating the complaint or if it is essential that NVRD will investigate the complaint on site, the costs involved in this shall be at the expense and risk of the Other Party, unless the complaint later appears well-founded.

Article 13: Guarantees

1. NVRD shall ensure that the agreed deliveries or work are carried out appropriately and in accordance with the standards applicable in its industry, but shall never issue further guarantee in respect of these deliveries or this work than explicitly agreed between parties.
2. NVRD shall guarantee the usual standard quality and reliability of the delivered work or items.
3. In using the parts and materials necessary for executing the agreement, NVRD shall base itself on the information issued by the manufacturer or supplier of these parts or materials concerning the characteristics of these parts or materials. If the manufacturer or supplier has issued a guarantee for the supplied parts or materials, the guarantee shall apply equally between parties. NVRD shall inform the Other Party about this.
4. Without prejudice to the stipulations of paragraph 3 of this Article, NVRD shall not guarantee any declarations or commitments issued by the manufacturer or supplier of any items supplied on fuel consumption, CO2 emissions, and suchlike.
5. Defects that are the result of technical changes made by or for the Other Party to the items themselves or to their parts, such as defects that are the result of adapting the fuel supply on a vehicle to accommodate a different fuel, are not covered by the guarantee, unless parties have explicitly agreed otherwise.
6. Guarantees on used items, parts or materials, for instance on second-hand cars, demonstration and showroom models, and trade parts are expressly excluded, unless parties have expressly agreed otherwise in writing.
7. Emergency repairs made by NVRD instructed by the Other Party shall not be covered under a guarantee.
8. NVRD shall not guarantee and shall never be deemed to have guaranteed that the items supplied are suitable for the purpose for which the Other Party wishes to treat, process, or use the goods, unless it has explicitly agreed such in writing to the Other Party.
9. If the Other Party rightly invokes the guarantee provisions, NVRD shall take care of the repair or replacement of the item or carry out the work agreed in the right manner, free of charge, or refund or reduce the price agreed for the items or work. This is at the discretion of NVRD. If there is any additional damage, the provisions set out in the Liability Article of these General Terms and Conditions shall apply.

Article 14: Liability

1. NVRD shall not accept any liability beyond the explicitly agreed guarantees or guarantees, guaranteed results or quality requirements given by NVRD.

2. Without prejudice to that stated in paragraph 1 of this article, NVRD shall only be liable for direct damage. Any liability of NVRD for consequential damage such as trading losses, loss of earnings and/or losses sustained, damage caused by delay and/or personal or bodily injury shall be expressly excluded.
3. The Other Party shall be obliged to take all measures necessary to prevent or limit any damage.
4. If NVRD is liable for the damage suffered by the Other Party, NVRD's liability for compensation shall at all times be restricted to the maximum amount paid by the insurer where appropriate. If the insurer of NVRD does not pay or if the damage is not covered by the insurance taken out by NVRD, NVRD's liability for compensation shall be limited to the invoice amount of the delivered/completed items, or the work carried out at most.
5. The Other Party shall commence proceedings against NVRD no later than six months after the point where it gained knowledge or should have gained knowledge of the damage it has sustained.
6. A period of one year shall apply for the Consumer in departure from paragraph 5 of this article.
7. Should the Other Party make materials and/or components available for further processing or assembly, NVRD shall be liable for a correct processing or assembly, but in any case not for the reliability of the materials or components themselves.
8. The Other Party cannot invoke the applicable guarantee, nor hold NVRD liable on any other grounds if the damage has arisen due to:
 - a. incompetent use or use contrary to the designated use of the supplied or contrary to the instructions, advices, user manual, etc provided by or on behalf of NVRD.
 - b. Incompetent storage of the delivered goods;
 - c. errors, incompleteness or defects in the details, materials or parts issued by or for the Other Party to NVRD;
 - d. directions or instructions of or on behalf of the Other Party;
 - e. the performance of repairs or other work or treatments to the items delivered and performed by or on behalf of the Other Party, without the explicit prior permission of NVRD.
9. The Other Party shall, in the cases stated in paragraph 8 of this article be fully liable for all damage flowing from this and shall expressly indemnify NVRD from all third party claims to compensate for this damage.
10. The limitations of the liability stated in this article shall not apply if the damage is due to intent and/or recklessness by NVRD or its supervisory staff on a management level or if mandatory legal provisions oppose this. Only in these cases shall NVRD indemnify the Other Party against any third party claims.

Article 15: Payment

1. NVRD shall all times be entitled to demand (partial) advance payment or any other security for payment from the Other Party.
2. Payment must be made in cash upon delivery/completion or upon invoicing. If an invoice is sent, payment must be made within 14 (fourteen) days after the invoice date, unless parties have expressly agreed otherwise in writing. The invoice shall be deemed to be correct if the Other Party fails to object within the term of payment.
3. If an invoice has not been paid in full following expiry of the deadline stated in paragraph 2, the Other Party shall be liable to NVRD for late payment interest of 2 (two) per cent per month calculated cumulatively over the principal sum. Parts of a month shall be counted as full months.
4. NVRD shall also be entitled to charge the Other Party for out-of-court collection costs if payment is still outstanding following dunning by NVRD.
5. The out-of-court collection costs stated in paragraph 4 in case of demands with a principal sum of up to € 25,000.00 shall amount to:

- a. fifteen per cent of the amount of the principal sum for the first € 2,500.00 of the demand (with a minimum of € 40.00);
 - b. ten per cent of the amount of the principal sum over the next € 2,500.00 of the demand;
 - c. five per cent of the amount of the principal sum over the next € 5,000.00 of the demand;
 - d. one per cent of the amount of the principal sum over the next € 15,000.00 of the demand;
6. If the principal sum exceeds € 25,000.00, NVRD shall be entitled to charge the Other Party out-of-court collection costs over the first € 25,000.00 in accordance with paragraph 5 of this article and out-of-court collection costs of 10 per cent on the remainder.
7. For calculating the out-of-court collection costs, NVRD shall after one year be entitled to increase the principal sum of the demand by the cumulatively built up late payment interest in that year according to paragraph 3 of that article.
8. If full payment by the Other Party is not forthcoming, the Other Party shall be entitled to dissolve the agreement by giving notice in writing without any further notice of default or judicial intervention or to suspend its obligations under the agreement until payment has been received or the Other Party has provided proper security for this. NVRD shall also have the aforementioned right of suspension if it has legitimate grounds to doubt the Other Party's creditworthiness even before the Other Party enters into default regarding payment.
9. NVRD shall first apply the payments made by the Other Party to settle all the outstanding interest and costs and then against the longest outstanding payable invoices unless the Other Party expressly states at the time of payment that the payment relates to a later invoice.
10. a. The Other Party shall not be entitled to offset claims from NVRD against any counterclaims that it may have against NVRD. This shall also apply if the Other Party applies for (temporary) suspension of payment or is declared bankrupt.
- b. That stated in sub a. of this article shall not apply to agreements with the Consumer.

Article 16: Reservation of ownership

1. NVRD shall reserve ownership of all items delivered and to be delivered up until the point at which the other party has completely fulfilled all payment obligations towards NVRD.
2. The payment obligations in paragraph 1 shall consist of the payment of the purchase price for the items delivered and to be delivered plus any demands relating to work carried out in connection with the delivery and demands due to culpable shortcoming by the Other Party in fulfilling its obligations including the payment of compensation, out-of-court collection costs, interests and any penalties.
3. As long as the items delivered are subject to reservation of ownership, the Other Party shall not be entitled to pledge these items in any way or to put them at the disposal of a financier.
4. The Other Party shall be obliged to inform NVRD immediately in writing if any third parties assert reservation of ownership or other rights on the items subject to reservation of ownership.
5. The Other Party shall be obliged to carefully preserve the items subject to reservation of ownership and to ensure that they are identifiable as NVRD's property until it has fulfilled all its payment obligations towards NVRD.
6. The Other Party shall arrange for consequential loss insurance or fire and theft insurance, that the items delivered subject to reservation of ownership are covered at all times and to make the insurance policy and the respective premium payment receipts available for inspection by NVRD on first demand.
7. If the Other Party contravenes the conditions of this article or if NVRD claims reservation of ownership, NVRD and its employees shall have the irrevocable right to enter the Other Party's premises and take back the items subject to reservation of ownership without prejudice to NVRD's right to compensation due to damage, loss of earnings and interest and the right to dissolve the agreement giving written notice without further notice of default.

Article 17: Industrial and intellectual property rights

1. All industrial and intellectual property rights of the work or part thereof, including advisory statements, calculations, drawings, budgets, planning as commissioned to or executed by NVRD, in the widest sense, are the exclusive property of and shall unconditionally and remain with NVRD.
2. The use thereof for any purpose, commercial or non-commercial, more specifically for the purpose of reproduction of the design, without the prior written consent of NVRD, is not allowed.
3. The Other Party is not allowed to execute any technical, visual or functional alterations, changes, modifications to the interior or exterior of the Vehicle or parts thereof, without the explicit and prior consent in writing of NVRD.
4. NVRD has duly informed the Other Party and The Other Party acknowledges that the OEM (original manufacturer of the Vehicle) may have objections against any technical, visual or functional alterations, changes, modifications to the interior or exterior of the Vehicle or parts thereof, as designed and executed by or through NVRD. In case the objections may result in further legal actions of the OEM against NVRD or the Other Party, the Other Party will be liable for and will indemnify NVRD for all costs related directly or indirectly with these legal actions, including costs of fines, compensation of any kind.

Article 18: Right of retention

1. NVRD shall be authorised to suspend the delivery of the ordered goods, as well as returning the goods of the Other Party which NVRD has in its possession for the work, and for the period that:
 - a. the Other Party has not or not fully paid the costs of the work on the items;
 - b. the Other Party has not or not fully paid the costs of the work previously carried out on the items;
 - c. the Other Party has not or not fully paid other debts due and payable following the contractual relationship with NVRD.
2. NVRD is not liable for any damage – of whatever nature – arising from the right of retention it is exercising.

Article 19: Bankruptcy and loss of power to dispose of property, etc.

1. Without prejudice to that stated in the other articles of these General Terms and Conditions, NVRD shall be entitled to dissolve the agreement by giving written notice without any further notice of default or judicial intervention at the point where the Other Party;
 - a. is declared bankrupt or files for bankruptcy;
 - b. applies for (temporary) suspension of payment;
 - c. is affected by enforceable seizure;
 - d. is placed under guardianship or judicial supervision;
 - e. otherwise loses the power to dispose of its property or loses legal capacity regarding all or part of its assets.
2. That stated in paragraph 1 of this article shall apply if the guardian or administrator recognizes the obligations flowing from the agreement as liabilities of the estate.
3. The Other Party shall be obliged at all times to inform the guardian or the administrator of the (content of the) agreement and these General Terms and Conditions.

Article 20: Force majeure

1. In the event of force majeure with respect to the Other Party or NVRD, NVRD shall be entitled to dissolve the agreement by giving written notice to the Other Party without judicial intervention or to suspend its obligations towards NVRD for a reasonable period without being liable for any compensation.
2. Force majeure with respect to NVRD in the context of these General Terms and Conditions shall include: a non-culpable shortcoming by NVRD, third parties or suppliers engaged by it or other serious grounds on the part of NVRD.
3. The following shall be considered as force majeure: war, revolt, mobilization, domestic and foreign riots, government measures, strikes within NVRD's organization and/or that of the Other Party or the threat of this and similar circumstances, disturbances to the exchange rates prevailing at the time of entering into the agreement, business interruptions due to fire, break-in, sabotage, natural and similar phenomena also due to epidemic outbreaks, pandemics and viral diseases, weather conditions, blockades, accidents and similar transport difficulties and delivery problems.
4. If the force majeure occurs after part of the agreement has already been carried out, the Other Party shall be obliged to fulfil its obligations towards NVRD up to that point.

Article 21: Cancellation and suspension

1. If the Other Party wishes to terminate the agreement prior to or during the execution thereof, it shall be due compensation to be further determined by NVRD. This compensation shall comprise all costs already incurred by NVRD and its damage suffered due to the termination, including lost profits. NVRD is entitled to fix the aforesaid compensation and – at its discretion and dependent on the work already carried out or deliveries made – to charge 20 to 100% of the agreed price to the Other Party.
2. The Other Party shall be liable towards third parties for the consequences of the cancellation and shall indemnify NVRD for claims from these third parties arising from this.
3. NVRD shall be entitled to offset all amounts already paid by the Other Party against the amounts of compensation owed by the Other Party.
4. Should the execution of the agreement be suspended at the request of the Other Party, the compensation for all the work already carried out at that moment, or deliveries made, or costs incurred shall be immediately due and payable and NVRD will be entitled to charge these to the Other Party. Furthermore, NVRD is entitled to charge the costs to be incurred or already incurred as well as the hours already reserved prior to the suspension period to the Other Party.
5. If it is not possible to resume the carrying out of the agreement after the agreed suspension period, NVRD shall be entitled to dissolve the agreement without judicial intervention by giving written notice to the Other Party. If the carrying out of the agreement is resumed following the agreed suspension period, the Other Party shall be obliged to reimburse NVRD for any costs due to the resumption.

Article 22: Applicable law/jurisdiction/arbitration/mediation

1. The agreement entered into between NVRD and the Other Party shall be governed exclusively by Dutch law.
2. Any disputes shall be adjudicated by the competent court in the district where NVRD has its registered office.
3. The Consumer shall be entitled at all times to opt for the dispute to be adjudicated by the legally competent court provided it makes this choice known in good time to NVRD. The term “in good time” shall mean: within one month of NVRD informing the Consumer in writing of its intent to have the dispute adjudicated by the court in the district where it has its registered office.
4. Arbitration or mediation is explicitly excluded, unless agreed upon in writing between Parties.