

1. DEFINITION AND APPLICABILITY

1.1 In these general terms and conditions, the following terms shall have the meanings ascribed to them:

Robert van Oosterom Studio: the private limited liability company Robert van Oosterom Studio B.V.

Customer: any natural person or legal entity conducting business or professional activities registered in the trade register of the Chamber of Commerce entering into an agreement with Moretsoo B.V. or to whom Robert van Oosterom Studio makes an offer.

Agreement: any agreement concerning the supply of products and/or services by Robert van Oosterom Studio to the customer, any amendments or supplements thereto, as well as all (legal) acts in preparation for and execution of that agreement.

Business days: all days except Fridays, Saturdays, Sundays, January 1st, Easter Monday, Ascension Day, Whit Monday, December 25th, December 26th, and any communicated vacation days.

1.2 These general terms and conditions apply to all agreements concluded between Robert van Oosterom Studio and the customer, as well as to all offers and quotations made by Robert van Oosterom Studio, invoices issued by Robert van Oosterom Studio to the customer, and other (legal) acts between Robert van Oosterom Studio and the customer.

1.3 Deviations from these general terms and conditions can only be agreed upon in writing by the parties and shall only apply to the respective agreement.

1.4 In case of any ambiguity regarding one or more provisions of these general terms and conditions, interpretation shall be made 'in the spirit' of these provisions.

1.5 The applicability of any terms and conditions of the customer is expressly rejected by Robert van Oosterom Studio.

1.6 If a provision of these terms is null and void, annulled, or cannot be invoked by the parties for any other reason, Robert van Oosterom Studio has the right to replace it with a valid provision, while preserving the purpose and intent of the original provision as much as possible. All other provisions shall remain unaffected in that case.

2. QUOTATION, OFFER, AND ACCEPTANCE

2.1 All quotations and offers from Robert van Oosterom Studio are non-binding. A quotation from Robert van Oosterom Studio is valid for thirty days from the date of dispatch, unless otherwise stated in writing. If no acceptance period is explicitly stated, no rights can be derived from the quotation or offer if the service to which the quotation or offer relates is no longer available in the meantime. A quotation also expires if the respective product and/or service is no longer offered by Robert van Oosterom Studio and/or is no longer in stock.

2.2 Robert van Oosterom Studio cannot be held to its offer if the customer can reasonably understand that the quotation, in whole or in part, contains an obvious mistake or error.

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STUDIO



2.3 A deviation from the offer or quotation of Robert van Oosterom Studio by the customer does not bind Robert van Oosterom Studio. The agreement is not concluded in accordance with this deviating acceptance unless Robert van Oosterom Studio indicates otherwise in writing.

2.4 Articles 6:227b paragraph 1 and 6:227c of the Civil Code are not applicable.

2.5 All quoted prices are in euros and are exclusive of VAT, shipping costs, and any other levies, unless explicitly stated otherwise on the invoice.

3. THE AGREEMENT

3.1 The agreement is formed by these general terms and conditions together with the approved quotation by the customer and comes into effect at the moment the signed quotation by the customer is received by Robert van Oosterom Studio. Once the unsigned quotation is not returned to Robert van Oosterom Studio, Robert van Oosterom Studio reserves the right to deploy its (personnel) capacity elsewhere.

3.2 The quotation is based on the information provided by the customer to Robert van Oosterom Studio at the time. The quotation is deemed to accurately and completely represent the agreement. The customer must always verify the accuracy and completeness of the quotation.

3.3 The agreement replaces and supersedes all previous proposals, correspondence, agreements, or other communications, whether made in writing or orally.

3.4 The agreement between Robert van Oosterom Studio and the customer is entered into for the duration of the assignment, unless otherwise follows from the nature of the agreement or if the parties have expressly and in writing agreed otherwise.

3.5 Each agreement concluded between the customer and Robert van Oosterom Studio is fully binding for both parties, unless Robert van Oosterom Studio notifies the customer within five working days after the conclusion of the agreement in writing that it terminates the agreement with reasons stated.

3.6 The customer is not allowed to transfer (any obligation under) the agreement to third parties unless Robert van Oosterom Studio expressly agrees to this in writing. Robert van Oosterom Studio is entitled to impose conditions on this permission. The customer undertakes, in any case, to impose all relevant (payment) obligations under the agreement in these general terms and conditions on the third party. The customer remains liable alongside this third party at all times for the obligations under the agreement and the general terms and conditions unless the parties explicitly agree otherwise in writing.

4. EXECUTION OF THE AGREEMENT

4.1 All activities carried out by Robert van Oosterom Studio are performed to the best of its knowledge and ability in accordance with the requirements of good craftsmanship. Regarding the intended activities, Robert van Oosterom Studio is committed to making best efforts, unless expressly stated otherwise.

4.2 Robert van Oosterom Studio determines the manner in which and by which employees and/or external parties the assignment is carried out, but takes into account the requirements communicated by the customer as much as possible. If a specific employee and/or external party is named in the quotation, Robert van Oosterom Studio will endeavor to ensure that the respective employee and/or external party remains available for the duration of the assignment unless otherwise agreed upon. Notwithstanding this, Robert van Oosterom Studio has the right to replace such employees and/or external parties without consulting the customer.

4.3 Robert van Oosterom Studio may only perform additional activities and charge the customer for them if the customer has given prior oral and/or written consent. However, if Robert van Oosterom Studio is obliged to perform additional work due to its (legal) duty of care, it is entitled to charge the customer for this, even if the customer has not explicitly given consent for the additional work beforehand.

4.4 If the customer wishes to involve third parties in the execution of the assignment, they shall only do so after reaching agreement with Robert van Oosterom Studio, as involving a third party directly or indirectly in the execution of the assignment can have a significant impact on Robert van Oosterom Studio's ability to carry out the



assignment correctly. The provisions of the preceding sentence apply mutatis mutandis to Robert van Oosterom Studio. The provisions of Article 7:404 of the Dutch Civil Code and Article 7:407 paragraph 2 of the Dutch Civil Code are excluded.

4.5 Unless the nature of the assignment dictates otherwise, the customer shall provide or arrange for the necessary personnel and/or resources deemed necessary by Robert van Oosterom Studio to enable Robert van Oosterom Studio to carry out the work. If specific personnel and/or resources are necessary, this will be agreed upon between the customer and Robert van Oosterom Studio. The customer must ensure that their personnel and/or resources have the appropriate experience and quality to perform the work.

4.6 If it becomes apparent during the execution of the assignment that it is necessary to adjust the assignment for proper execution, the parties shall enter into discussions about this. The parties shall take into account each other's legitimate interests during this discussion.

4.7 The product and/or service offered by Robert van Oosterom Studio involves unpredictable subject matter. It is important for Robert van Oosterom Studio to use its professional knowledge and provide explanations to the customer and/or related parties, whether orally or in writing, to instruct the customer about the expected outcome. Therefore, Robert van Oosterom Studio is not responsible for any disappointing results and the resulting costs incurred by the customer and/or related parties or third parties.

5. DELIVERY PERIOD

5.1 If the customer is required to make an advance payment or provide information and/or materials necessary for the execution, the period within which the work must be completed shall not commence until full payment has been received by Robert van Oosterom Studio or until the information and/or materials have been fully provided to it.

5.2 Because various factors can affect the duration of the assignment, such as the quality of the information provided by the customer and the cooperation given, the periods within which the work must be completed are only to be considered as firm deadlines if expressly agreed otherwise in writing.

5.3 Unless it is established that performance has become permanently impossible, the customer cannot terminate the agreement due to exceeding the deadline unless Robert van Oosterom Studio also fails to perform the agreement, in whole or in part, within a reasonable period notified to it in writing after the expiry of the agreed delivery period. Termination is then permitted in accordance with Article 265 of Book 6 of the Dutch Civil Code.

5.4 Failure to meet (expected) delivery time(s) or delaying delivery(ies) shall in no case result in a deferment of payment by the customer and/or payment of compensation by Robert van Oosterom Studio to the customer and/or related parties.

6. CUSTOMER'S OBLIGATIONS

6.1 The customer must ensure that all data and documents which Robert van Oosterom Studio deems necessary for the correct and timely execution of the assigned task are provided to Robert van Oosterom Studio in a timely manner and in the form and manner desired by Robert van Oosterom Studio.

6.2 The customer must promptly inform Robert van Oosterom Studio of any facts and circumstances that may be relevant to the execution of the assignment.

6.3 The customer is obliged to treat all data from Robert van Oosterom Studio confidentially, to the extent that the customer knows or ought to know that this data is confidential.

6.4 Unless the nature of the assignment dictates otherwise, the customer is responsible for the accuracy, completeness, and reliability of the data and documents provided to Robert van Oosterom Studio, even if they originate from or via third parties. Robert van Oosterom Studio is not responsible for any damages resulting from the untimely, incomplete, or inaccurate provision of documents.

6.5 Any additional costs and fees resulting from delays in the execution of the assignment due to the non-provision, untimely provision, or inadequate provision of the requested data, documents, facilities, and/or personnel, as well as unforeseen circumstances or additional work, shall be borne by the client.



6.6 The client indemnifies Robert van Oosterom Studio or persons engaged by Robert van Oosterom Studio against claims from third parties arising from the application or use of the outcome of the assignment. Should Robert van Oosterom Studio nonetheless be approached by third parties, the client shall support Robert van Oosterom Studio both in and out of court and undertake all actions expected in such cases. If the client fails to do so, Robert van Oosterom Studio is entitled to take action itself. All costs incurred by Robert van Oosterom Studio in this regard shall be borne by the client.

6.7 The client remains responsible at all times for the choices and applications of the goods supplied by Robert van Oosterom Studio or the advice provided by Robert van Oosterom Studio or the (interior) plan drawn up by Robert van Oosterom Studio.

6.8 The client is obligated to execute or have executed the (interior) plan in accordance with the intentions of Robert van Oosterom Studio. Only after written consultation with and approval from Robert van Oosterom Studio can the client deviate from this plan. If the client fails to correctly execute or have executed the (lighting) plan, the client cannot hold Robert van Oosterom Studio liable for any (financial) damages and/or additional work as well as disappointing results.

7. CONFIDENTIALITY

7.1 Unless any legal provision, regulation, or other professional rule obliges it to do so, Robert van Oosterom Studio/ its employees deployed by Robert van Oosterom Studio and/or third parties are obligated to maintain confidentiality towards third parties regarding information obtained from the client. The client may grant written exemption in this regard.

7.2 Without the consent of the client, Robert van Oosterom Studio is not entitled to use the confidential information provided by the client for any purpose other than the one for which it was obtained. An exception to this is made if Robert van Oosterom Studio acts for itself in a civil or criminal procedure where this information may be relevant.

7.3 Unless there is a legal provision, regulation, or rule obligating the client to disclose or unless prior written consent has been granted by Robert van Oosterom Studio, the client shall not disclose the contents of reports, advice, drawings, or other written or non-written expressions of Robert van Oosterom Studio to third parties.

7.4 Robert van Oosterom Studio and the client will impose their obligations under this article on the third parties they engage.

7.5 Not deemed contrary to the provisions of articles 7.1 and 7.2, Robert van Oosterom Studio is entitled to mention the main outlines of the work performed to (potential) clients of Robert van Oosterom Studio, solely as an indication of Robert van Oosterom Studio's experience.

8. INTELLECTUAL PROPERTY

8.1 All intellectual property rights arising from the assignment, including patent rights, design rights, and copyrights, belong to Robert van Oosterom Studio. If such a right can only be obtained through a deposit or registration, only Robert van Oosterom Studio is authorized to do so.

8.2 Until a further written agreement is entered into between Robert van Oosterom Studio and the client regarding the transfer of copyright or the exclusive right to a drawing, model, design, plan, or concept, these rights remain with Robert van Oosterom Studio.

8.3 Robert van Oosterom Studio also reserves all (other) rights (of intellectual property) with regard to the designs delivered by it in the broadest sense of the word.

8.4 Without written permission from Robert van Oosterom Studio, the items provided by her may not be copied, shown to third parties, or used in any other way.

8.5 When the client fully complies with its obligations under the agreement with Robert van Oosterom Studio, it obtains an exclusive non-transferable license to use the design.

8.6 Without written permission from Robert van Oosterom Studio, the client is not entitled to use the design more



extensively than agreed upon.

8.7 The client is not allowed to deviate from a design or make changes to it without consulting Robert van Oosterom Studio.

8.8 Robert van Oosterom Studio has the freedom to use and display the design for its own promotion, provided it can reasonably be assumed that the client will not suffer any damage from this (for example, with internal confidential images, etc.).

8.9 The client, acting in violation of what is stipulated in articles 8, paragraphs 1 and 7, owes Robert van Oosterom Studio an amount equal to ten percent (10%) of the amount of the offer made in the quotation, which amount the client shall pay to Robert van Oosterom Studio upon first demand. By this payment, ownership and copyright do not transfer.

9. FEE

9.1 The fee is the compensation owed to Robert van Oosterom Studio for the services provided, exclusive of VAT.

9.2 Additional costs include, among other things, travel and accommodation expenses, administrative costs, costs of engaging third parties, and unforeseen costs.

9.3 Parties specify in the agreement how the fee of Robert van Oosterom Studio and any additional costs are arranged. This can be based on the time spent by Robert van Oosterom Studio at a pre-agreed hourly rate, a fixed amount, or another measure agreed upon by the parties.

9.4 If after the conclusion of the agreement but before the assignment is fully executed, rate-determining factors such as wages and/or prices undergo a change, the client is entitled to adjust the previously agreed rate.

9.5 If the assignment is delayed or interrupted and this is not due to Robert van Oosterom Studio, the client is obliged to compensate Robert van Oosterom Studio for the fee and additional costs calculated based on the progress of the work.

10. PAYMENTS

10.1 Payment by the client is based on:

An advance payment of 50%, the deposit upon the conclusion of the agreement;

40% through interim invoice(s) prior to the first delivery;

10% of the total amount remaining after the (final) delivery.

These payments must be made, without deduction, discount, or set-off, within 14 days of the invoice date unless otherwise stated or agreed upon in writing. Payment must be made in the currency indicated on the invoice, by bank transfer to an account designated by Robert van Oosterom Studio. Objections to the amount and/or nature of the submitted invoices do not suspend the client's payment obligation.

10.2 If the client fails to pay within the applicable payment term, the client is in default without further notice of default, and all claims of Robert van Oosterom Studio against the client, for whatever reason, become immediately due and payable. In this case, the client is liable for statutory interest on the amount due from the date on which it became due until the time of payment. In addition, all costs of collection, both judicial and extrajudicial, are borne by the client after the client is in default. If Robert van Oosterom Studio has to take collection measures after the due date, the client owes extrajudicial costs in accordance with the "Voorwerk II" report.

10.3 If the financial position and/or payment behavior of the client, in the opinion of Robert van Oosterom Studio, give rise to it, Robert van Oosterom Studio is entitled to require the client to provide (additional) security promptly in a form determined by Robert van Oosterom Studio and/or to provide an advance payment. If the client fails to provide the requested security, Robert van Oosterom Studio is entitled, without prejudice to its other rights, to immediately suspend further execution of the assignment, and all amounts owed by the client to Robert van Oosterom Studio for any reason become immediately due.

10.4 In the case of a jointly given assignment, clients are jointly liable for the payment of the full invoice amount to the extent that the services have been performed for the joint clients.



11. COMPLAINTS

11.1 Complaints regarding the services performed and/or the invoice amount must be made in writing within fifteen working days from the date of dispatch of the documents or information about which the client complains, or within fifteen working days after the discovery of the defect, if the client can demonstrate that they could not reasonably have discovered the defect earlier, to be communicated to Robert van Oosterom Studio.

11.2 Complaints as referred to in the first paragraph do not suspend the payment obligation of the client. In no case is the client entitled, based on a complaint regarding a particular service, to postpone or refuse (partial) payment for other services provided by Robert van Oosterom Studio to which the complaint does not relate.

11.3 In the event of a validly lodged complaint, the client has the choice between adjusting the invoiced fee, the free correction or re-performance of the rejected work, or the total or partial non-performance of the assignment with a proportional refund of the fee already paid by the client.

11.4 Deviations in the (final) result compared to what has been agreed upon are not grounds for rejection, discount, compensation, or termination of the agreement when, considering all circumstances, these deviations are reasonably of minor significance.

12. PRODUCT DELIVERY

12.1 Robert van Oosterom Studio will exercise the utmost care in receiving and executing orders for products. Products will only be delivered after the full invoice amount relating to the agreement has been received by Robert van Oosterom Studio.

12.2 Robert van Oosterom Studio relies on the data provided by or on behalf of the client for delivery. Robert van Oosterom Studio is not liable for damages resulting from incorrect information provided to Robert van Oosterom Studio.

12.3 The delivery period specified by Robert van Oosterom Studio commences on the day of the conclusion of the agreement, or, if later, on the day of receipt by Robert van Oosterom Studio of the necessary supplies and/or on the day Robert van Oosterom Studio receives a payment due from the client.

12.4 Robert van Oosterom Studio endeavors to adhere to the specified delivery period as reasonably possible, but the specified delivery period is indicative only. It may happen that Robert van Oosterom Studio is prevented from fully or partially fulfilling its obligations towards the client, for example, due to force majeure.

12.5 If the delivery period is exceeded, the client is not entitled to any form of compensation in this regard. In such a case, the client also has no right to terminate the agreement or suspend its obligations arising from the agreement, unless the exceeding of the delivery period is such that it cannot reasonably be expected of the client to maintain the relevant part of the agreement or suspend its obligations. Only in that case is the client entitled to terminate (the relevant part of) the agreement or suspend its obligations arising directly from the relevant part of the agreement.

12.6 Product delivery is made by delivering the products to the address provided by the client. The client ensures that someone is present to receive the products at the time of delivery. Costs incurred by Robert van Oosterom Studio due to the absence of someone to receive the products, such as additional shipping costs, storage costs, and administrative costs, will be charged to the client by Robert van Oosterom Studio.

12.7 The client is obligated to accept the ordered products and cannot return delivered products unless expressly agreed upon in writing.

12.8 Robert van Oosterom Studio may deliver orders involving multiple products and/or services in different parts.

12.9 The risk for the products passes to the client at the time of delivery.

12.10 If the client does not or does not timely accept the products, the client is in default without further notice of default. In such a case, Robert van Oosterom Studio is entitled to store the products for the account and risk of the client or to sell them to a third party. The client remains liable for the full purchase price and delivery costs, plus any applicable statutory commercial interest and any costs incurred by Robert van Oosterom Studio. If Robert van Oosterom Studio sells the products to a third party, it may decide to reduce the amount owed by the client by the net



proceeds from the sale to that third party.

12.11 All products delivered by Robert van Oosterom Studio remain the property of Robert van Oosterom Studio until all amounts due in connection therewith have been fully paid to Robert van Oosterom Studio, including any applicable interest, collection costs, and other amounts due under these conditions.

12.12 Returns of delivered products can only be made with the written approval of Robert van Oosterom Studio, in the manner specified by Robert van Oosterom Studio during the purchase process. The direct costs for returns of products under this article are borne by the client, unless expressly agreed otherwise in writing.

13. TERMINATION

13.1 Robert van Oosterom Studio is entitled to suspend the performance of its obligations or to terminate the agreement if the client fails to fulfill, fails to fully or timely fulfill, its obligations under the agreement, if circumstances come to the attention of Robert van Oosterom Studio after the conclusion of the agreement that give good reason to fear that the client will not fulfill its obligations, if the client has been requested to provide security for the fulfillment of its obligations under the agreement and this security is not provided or is insufficient, or if due to the delay on the part of the client, it can no longer reasonably be expected of Robert van Oosterom Studio to fulfill the agreement under the originally agreed conditions.

13.2 Furthermore, Robert van Oosterom Studio is entitled to terminate the agreement if circumstances arise that are of such a nature that the performance of the agreement is impossible, or if circumstances arise that are of such a nature that the unaltered continuation of the agreement cannot reasonably be expected of Robert van Oosterom Studio.

13.3 If the agreement is terminated, Robert van Oosterom Studio's claims against the client become immediately due and payable. If Robert van Oosterom Studio suspends the performance of its obligations, it retains its rights under the law and the agreement.

13.4 If the client fails to fulfill its obligations arising from the agreement and this non-compliance justifies termination, Robert van Oosterom Studio is entitled to terminate the agreement immediately and with immediate effect without any obligation on its part to pay any compensation or damages, while the client, due to default, is obliged to pay compensation or damages.

13.5 If the agreement is terminated prematurely by Robert van Oosterom Studio, Robert van Oosterom Studio will, in consultation with the client, ensure the transfer of any work still to be performed to third parties. This is unless the termination is attributable to the client. If the transfer of the work entails additional costs for Robert van Oosterom Studio, these will be charged to the client. The client is obliged to pay these costs within the specified period, unless otherwise indicated by Robert van Oosterom Studio.

13.6 In the event of liquidation, (application for) suspension of payments or bankruptcy, attachment - if and to the extent that the attachment has not been lifted within three months - to the detriment of the client, debt restructuring or any other circumstance whereby the client can no longer freely dispose of its assets, Robert van Oosterom Studio is free to terminate the agreement immediately and with immediate effect or to cancel the assignment or agreement, without any obligation on its part to pay any compensation or damages. Robert van Oosterom Studio's claims against the client become immediately due and payable in that case.

13.7 If the client cancels the assignment in whole or in part, the work performed, plus the labor time reserved for the execution of the agreement, will be invoiced to the client in full.

14. LIABILITY

14.1 Robert van Oosterom Studio cannot guarantee the complete accuracy and completeness of the provided information and documents. Therefore, unless there is intent or gross negligence, Robert van Oosterom Studio is not liable for damages resulting from inaccuracies, incompleteness, or unlawfulness of the content of the service(s) provided by Robert van Oosterom Studio.

14.2 Direct damages are solely understood to include: reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these conditions; any reasonable costs incurred to address the defective performance of Robert van Oosterom Studio under the agreement, insofar as



these can be attributed to Robert van Oosterom Studio; reasonable costs incurred to prevent or limit damage, provided the customer demonstrates that these costs have led to the limitation of direct damage as intended in these general terms and conditions.

14.3 Robert van Oosterom Studio is never liable for indirect damages, including consequential damages, loss of turnover/profit, missed savings, damage due to business interruption, costs resulting from conviction in legal proceedings, interest and/or delay damages, damage resulting from providing defective cooperation and/or information from the customer, and/or damages due to voluntary information or advice given by Robert van Oosterom Studio, the content of which is not expressly part of the written agreement.

14.4 Robert van Oosterom Studio is never liable for the consequences of using provided information and documents. Robert van Oosterom Studio does not guarantee that the services provided will achieve the desired result.

14.5 Robert van Oosterom Studio is not responsible for the technical correctness and trouble-free functioning of the materials and products advised by it.

14.6 The customer indemnifies Robert van Oosterom Studio against third-party claims for damages caused by the customer providing inaccurate or incomplete information to Robert van Oosterom Studio unless the customer can demonstrate that the damage is not related to any culpable act or omission on its part or is caused by intent or gross negligence similar thereto by Robert van Oosterom Studio, and unless any mandatory (inter)national law or regulation does not permit such a provision.

14.7 The limitation of liability set forth in paragraph 1 of this article is also stipulated for the benefit of third parties engaged by Robert van Oosterom Studio for the execution of the assignment.

14.8 Robert van Oosterom Studio is not liable for damage to or loss of documents during shipment by post or email, regardless of whether the transportation or shipment is carried out by or on behalf of the customer, Robert van Oosterom Studio, or third parties.

14.9 If Robert van Oosterom Studio were nevertheless liable, its liability is limited to the maximum invoice value of (the part of) the agreement from which the liability arises.

14.10 All claims against Robert van Oosterom Studio that are not submitted to Robert van Oosterom Studio within one year of their occurrence expire due to prescription.

15. WARRANTY

15.1 The warranty provided by the manufacturer applies to the delivered products, both in terms of scope and duration. If the duration of the manufacturer's warranty is shorter than one year, then Robert van Oosterom Studio will extend the warranty period to one year.

15.2 The warranty expires if the customer has caused defects to the product, carried out or commissioned repairs themselves, used the product incorrectly, failed to perform the required maintenance properly, or if the occurrence of the defect can be attributed to the customer for any other reason.

15.3 Defects resulting from external causes, such as fire damage, impact damage, water damage, and lightning strikes, are excluded from the warranty.

15.4 If Robert van Oosterom Studio has repaired material and/or construction defects under the warranty, replaced the respective products, or refunded the purchase price, it is fully discharged from its warranty obligations, and Robert van Oosterom Studio is not obliged to pay any other (damage) compensation.

16. APPLICABLE LAW

16.1 Force majeure, as understood in these general terms and conditions in addition to what is understood in the law and jurisprudence, includes all external causes, foreseen or unforeseen, over which Robert van Oosterom Studio cannot exert influence, but which prevent Robert van Oosterom Studio from fulfilling its obligations. Strikes at the manufacturer's or supplier's company concerned are also included.



16.2 If any force majeure situation lasts for six months, both parties have the right to completely or partially terminate the agreement in writing. The provisions of article 13 apply.

16.3 If there is force majeure and performance remains permanently impossible or becomes so, each party is entitled to immediately terminate the agreement for that part of the obligations that have not yet been fulfilled.

16.4 Insofar as Robert van Oosterom Studio has already partially fulfilled its obligations under the agreement at the time of the occurrence of force majeure or will be able to do so, and the fulfilled or to be fulfilled part has independent value, Robert van Oosterom Studio is entitled to invoice the already fulfilled or to be fulfilled part separately. The customer is obliged to pay this invoice as if it were a separate agreement.

17. APPLICABLE LAW

17.1 Dutch law exclusively applies to all offers, agreements, and their execution. The applicability of the Vienna Sales Convention 1980 (CISG) is excluded.

17.2 All disputes, to the extent that they exceed the jurisdiction of the district court, will be settled by the court in the district where Robert van Oosterom Studio is located.

