



Terms and Conditions swebber.eu

Created on 11 December 2019.

General Terms and Conditions swebber.eu, established at St. Franciscusweg 36, 6417 BD in Heerlen, the Netherlands, registered with the Chamber of Commerce under number 14079025.

Definitions

In these General Terms and Conditions, the following terms are used in the following sense, unless expressly stated otherwise.

General Terms and Conditions:	The General Terms and Conditions as stated below.
swebber.eu:	swebber.eu, registered with the Chamber of Commerce under number 14079025.
Agreement:	Any Agreement concluded between swebber.eu and the Other Party.
Other party:	The person who has accepted these General Terms and Conditions and has purchased the product and/or has given an order to provide the service. The Other Party is understood to mean both Consumers and Businesses.
Company:	The Other Party acting in the exercise of a business or profession.
Consumer:	The Other Party not acting in the course of a business or profession.
Product:	All matters that are the subject of the Agreement between the Other Party and swebber.eu.
Distance Selling:	The Agreement between the Counterparty and swebber.eu, whereby in the context of a system for distance selling organized by swebber.eu, until the conclusion of the Agreement, only one or more techniques for distance communication, such as a website, telephone or other means of communication are used.
Assignment:	The Contract of Service.
Service:	All activities, in whatever form, that swebber.eu has performed for or on behalf of the Counterparty.
Remote Services:	The Agreement between the Counterparty and swebber.eu, whereby in the context of a system organized by swebber.eu for remote services, to conclude the agreement, only one or more techniques for remote communication, such as a website, telephone or other means of communication will be used.
Fee:	The financial compensation agreed with the Other Party for the execution of the assignment.
Voucher:	A voucher, which meets the authenticity characteristics, of which the Other Party obtains the product and/or the service without payment or at a discount.

Scope

These Terms and Conditions apply to any offer, quotation and Agreement concluded between swebber.eu and the Counterparty, unless the parties expressly deviate from these Terms and Conditions in writing.





These General Terms and Conditions also apply to Agreements with swebber.eu, for the execution of which third parties must be involved.

The applicability of any purchase or other General Terms and Conditions of the Other Party is expressly rejected.

If it appears that one or more provisions in these General Terms and Conditions are null and void or voidable, the General Terms and Conditions will remain in force for all the rest. In the event of this situation, swebber.eu and the Other Party will consult with the purpose of new provisions to replace the void or void provisions to agree.

Deviations from the Agreement and Terms and Conditions are only valid if they have been expressly agreed in writing with swebber.eu. If swebber.eu does not always require strict compliance with these terms and conditions, this does not mean that their provisions do not apply, or that swebber.eu in any way would lose the right in other cases to require strict compliance with the provisions of these terms and conditions.

swebber.eu

swebber.eu is a company in the Internet services and communications industry. The Services swebber.eu provides are the design, construction, maintenance, hosting and support of websites and the design of logos. The Products that swebber.eu sells are model websites, website pages, modules, logos and photography.

Offers and quotes

All offers and tenders shall be made in writing and/or electronically, unless urgent circumstances make this impossible.

All offers and quotations of swebber.eu are without obligation, unless in the offer or quote a deadline for acceptance is set. If in the offer and / or quote a period for acceptance is set, the offer or quote when this period has expired.

All offers and quotations of swebber.eu are valid during the period included in the offer or quote. The offer or quote expires when this period has expired.

swebber.eu can not be held to its offers and tenders if the Counterparty, in terms of reasonableness and fairness and generally accepted views, should have understood that the offer or tender or any part thereof contains an obvious mistake or slip of the pen.

If the acceptance, whether or not on minor points, deviates from the offer or quotation included in the offer, swebber.eu is not bound by it. The Agreement is not in accordance with this different acceptance, unless swebber.eu indicates otherwise.

A compound quotation does not oblige swebber.eu to deliver part of the Products included in the offer or tender and / or to perform part of the Assignment at a corresponding part of the specified price.

All offers and quotations do not automatically apply to future orders or repeat orders.

Realization of the Agreement

The Agreement is concluded by timely acceptance by the Counterparty of the





offer or quotation of swebber.eu.

Termination of Agreement

The Agreement between swebber.eu and the Counterparty is entered into for at least the duration of 1 year.

Both swebber.eu and the Other Party may - after the expiration of 1 year - at any time by mutual consent terminate the Agreement.

Both swebber.eu and the Other Party can terminate the Agreement -after expiration of 1 year - at any time, subject to a notice period of 1 month.

Termination must take place on the 1st day of a calendar month.

Duration Agreement

The Agreement for the provision of services, or the Agreement for the sale of a Product, is entered into for a definite period of time, unless the nature of the Agreement dictates otherwise or if the parties have expressly agreed otherwise in writing.

Amendments to the Agreement

If during the execution of the Agreement it appears that for a proper implementation is necessary to amend or supplement the Agreement, swebber.eu will inform the Counterparty as soon as possible. The parties will then timely and in mutual consultation to adapt the Agreement.

If parties agree that the Agreement is amended or supplemented, the time of completion of the implementation may be affected. swebber.eu will inform the Counterparty as soon as possible.

If the amendment or supplement to the Agreement will have financial, quantitative and / or qualitative consequences, swebber.eu will inform the Other Party in advance.

If a fixed Fee, price and / or rate has been agreed, swebber.eu will indicate to what extent the change or supplement to the Agreement affects the price. In doing so, swebber.eu will try, as far as possible, to provide a quotation in advance. swebber.eu will not be able to charge additional costs if the change or addition is the result of circumstances that can be attributed to swebber.eu.

Changes in the originally concluded Agreement between the Counterparty and swebber.eu are only valid from the moment that these changes through an additional or amended Agreement are accepted in writing by both parties.

Execution Agreement

swebber.eu will execute the Agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.

swebber.eu has the right to have certain activities performed by third parties. The application of Sections 7:404, 7:407(2) and 7:409 of the Dutch Civil Code is expressly excluded.





swebber.eu has the right to execute the Agreement in phases.

If the Agreement is performed in phases, swebber.eu has the right to invoice each performed part separately and require payment for that part. If and as long as this invoice is not paid by the Counterparty, swebber.eu is not obliged to execute the next phase and has the right to suspend the Agreement.

If the Agreement is executed in phases, swebber.eu has the right to suspend the execution of those parts that belong to the next phase or phases until the Customer has approved the results of the preceding phase in writing.

The Counterparty will provide in a timely manner any information or instructions necessary for the execution of the Agreement or which the Counterparty should reasonably understand are necessary for the execution of the Agreement, to swebber.eu.

If the above information and instructions are not or not timely provided, swebber.eu has the right to suspend the execution of the Agreement. The additional costs incurred due to the delay will be borne by the Counterparty.

Prices and rates

With regard to the Other Party in the capacity of Consumer and in the capacity of Company, the prices and rates are expressed in euros, exclusive of VAT and other government levies, unless stated otherwise.

The prices and rates are inclusive of travel, accommodation, packaging, delivery or postage and administration costs, unless indicated otherwise.

If a Fee and/or rate has not been explicitly agreed, the Fee will be determined on the basis of the actual hours spent and the usual hourly rates of swebber.eu. Of all additional costs swebber.eu will, in a timely manner prior to the conclusion of the Agreement, make a statement to the Other Party or provide information on the basis of which these costs can be calculated by the Other Party.

Change fee, prices and rates

If swebber.eu at the conclusion of the Agreement a fixed Fee, price or rate agrees, then swebber.eu is entitled to increase it, even if the Fee, price or rate originally not subject to change.

If swebber.eu intends to change the Fee, price or rate, it will inform the Counterparty as soon as possible.

If the increase of the Fee, price or rate takes place within 3 months after the conclusion of the Agreement, the Other Party may dissolve the Agreement by a written statement, unless:

- The increase results from a power or an obligation under the law on swebber.eu;
- The increase is caused by an increase in the price of raw materials, wages, etc. or on other grounds that were not reasonably foreseeable at the conclusion of the Agreement;
- swebber.eu is still willing to perform the Agreement based on the originally agreed upon;
- It is stipulated that the performance will be performed longer than 3 months after the conclusion of the Agreement.





The Counterparty is entitled to terminate the Agreement if more than 3 months after the conclusion of the Agreement the Fee, price or rate is increased, unless it is stipulated in the Agreement that the implementation longer than 3 months after the conclusion of the Agreement will be performed.

swebber.eu will inform the Counterparty in case of the intention to increase the Fee, the price or the rate. swebber.eu will also state the scope and date on which the increase will take effect.

Remote Purchase and / or Services

This provision only applies to the Other Party in its capacity as Consumer.

In the event of Distance Selling, delivery must take place within 30 days at the latest.

In case of Distance Selling and / or Service swebber.eu has the right to advance payment of up to 50 percent of the price to oblige the Counterparty.

In case of Distance Selling, the Counterparty has the right to revoke the Agreement during 14 days after receipt of the Products delivered by swebber.eu, without giving reasons.

In case of Distance Selling, the Counterparty has the right to revoke the Agreement after 30 days if swebber.eu has not delivered the Product within 30 days, unless the parties have a different delivery period.

In case of Distance Selling, the Other Party has the right to revoke the Agreement for 14 days after the conclusion of the Agreement, without giving reasons

If swebber.eu has not met its information or data in the correct form, the Counterparty has the right to terminate the Agreement during 1 year after receipt of the Products delivered by swebber.eu or after the conclusion of the agreement, without giving reasons. If swebber.eu in 1 year still meets the information obligation, the day after he has met that obligation, the period of 14 days to run.

The Other Party can revoke the Agreement via the standard revocation form placed by swebber.eu or in a way chosen by the Other Party.

The right of revocation expires when the Service is fully performed. In addition, the right of revocation expires if swebber.eu has started to perform the Service with the explicit prior consent of the Counterparty and if the Counterparty has acknowledged that it loses its right of revocation as soon as swebber.eu has fully performed the Service

If the Counterparty returns the delivered Products, the Counterparty must return the Products in a proper packaging, with all delivered accessories and in original condition. The shipping costs of returning the Products are at the risk and expense of the Other Party.

If the Other Party has exercised its right of withdrawal, the Other Party is obliged to return the goods within 14 days because the Other Party has informed swebber.eu that it revokes the agreement

If the Counter Party has exercised its right of withdrawal, swebber.eu deposits no later than 14 days after the dissolution of the Agreement the full amount paid including the paid shipping costs back.





If the Products are not available, swebber.eu will inform the customer as soon as possible and will refund swebber.eu within 14 days at the latest. If swebber.eu and the Counterparty agree that a Product of similar quality and price may be delivered, then the shipping costs for returning will be borne by swebber.eu. The foregoing only applies if the Counterparty uses its right of dissolution during the cooling off period.

The provisions of this article do not apply if the Agreement relates to:

- Immovable Property;
- Financial services;
- Services relating to accommodation, transport, Catering Establishment;
- Services performed on a specific date or during a specific period;
- Newspapers and periodicals, including newsletters and quick messages;
- Products and / or services whose price is subject to fluctuations in the financial market on which swebber.eu has no influence and which occur within the revocation period;
- Sealed products of which the Other Party has broken the seal;
- Hygienic products of which the Other Party has broken the seal;
- Products and/or services that are already delivered within the revocation period with the consent of the Other Party;
- Products and/or services that cannot be returned due to their nature;
- Products and/or services that can spoil or age quickly;
- Products and/or services of a personal nature;
- Tailor-made Products and/or services.

Delivery

Delivery with respect to the Other Party in the capacity of Consumer takes place because the Product is placed under the control of the Other Party. After delivery, the risk of the Product passes to the Other Party.

Delivery with respect to the Other Party in the capacity of Company takes place because the Product is made available to the Other Party. After delivery, the risk of the Product passes to the Other Party.

Delivery of the Products takes place online, on the swebber.eu website.

The Other Party is obliged to purchase the purchased Products at the time they are made available to it, unless this involves serious objections or unreasonable costs.

The Other Party is obliged to take delivery of the purchased Products at the time they are available to it or are made available to it.

If the Other Party at the place of delivery refuses to take delivery of the Product or is negligent in providing data or instructions necessary for the delivery, the Products intended for delivery will be stored at the risk and expense of the Other Party. The Other Party will in that case owe all additional costs.

Delivery periods and execution periods

The delivery and the work will take place and will be carried out within a period specified by swebber.eu. The delivery of the Products will take place within 20 days after purchase.

If a period has been agreed or specified for the delivery of the Product or for the





execution of certain activities, this period is only indicative and should never be considered as a deadline.

If swebber.eu needs information or instructions from the Customer, which are necessary for the delivery or implementation of the Agreement, the delivery period and the implementation period will commence after the Customer has provided swebber.eu. If the delivery period or the execution period is exceeded, the Other Party must give swebber.eu written notice of default, whereby swebber.eu will still be offered a reasonable period to deliver the Product or to execute the Agreement.

A notice of default is not necessary when the delivery or execution has become permanently impossible or has otherwise proven that swebber.eu will not fulfill its obligations under the Agreement. If swebber.eu does not deliver or perform within this period, the Counterparty has the right to terminate the Agreement without judicial intervention and / or damages.

Transfer of Risk Consumers

This provision only applies to the Other Party in its capacity as Company.

The Products that are the subject of the Agreement until the time the Products are made available to the Counterparty at the expense and risk of swebber.eu.

The risk of loss, damage or loss in value of Products that are the subject of the Agreement will pass to the Other Party at the moment that Products are brought under the Other Party's control in the capacity of Consumer or a third party to be designated by the Other Party.

Transfer of risk Companies

This provision only applies to the Other Party in its capacity as Company.

The Products that are the subject of the Agreement until the time the Products are made available to the Counterparty at the expense and risk of swebber.eu.

The risk of loss, damage or depreciation of Products that are the subject of the Agreement will pass to the Other Party at the time when Products are available to the Other Party or a third party to be designated by the Other Party.

Payment

Payment will be made by transfer to a bank account designated by swebber.eu at the time of purchase or delivery, unless otherwise agreed. Transfer will be made by means of an invoice or bank transfer.

Payment is made in advance.

The Counterparty is not entitled to deduct any amount due due to a counterclaim made by him.

swebber.eu is entitled to invoice the customer for work done in the preceding period. Invoicing takes place on a monthly basis.

swebber.eu and the Other Party may agree that payment in installments is in proportion to the progress of the work. If payment in installments has been agreed, the Other Party must pay according to the installments and the percentages as set out in the Agreement.

Objections to the amount of the invoice do not suspend the payment obligation.





After the expiry of 14 days after the invoice date, the Other Party will be in default by operation of law, without notice of default being required. From the moment of entering into default, the Other Party will owe interest of 2% per month on the amount due and payable, unless the statutory interest rate is higher.

In case of bankruptcy, suspension of payments or receivership, the claims of swebber.eu and the obligations of the Counterparty towards swebber.eu immediately due and payable.

Collection costs

If the Other Party is in default or default in the (timely) fulfilment of its obligations, then all reasonable costs for obtaining extrajudicial settlement shall be for the Other Party's account.

With regard to the extrajudicial (collection) costs, swebber.eu, insofar as the Other Party acts in the capacity of a Business, in deviation of Section 6:96(5) of the Dutch Civil Code and the Decree on Compensation for Extrajudicial Collection Costs, is entitled to compensation of 15% of the total outstanding principal amount with a minimum of € 90 for each invoice that has not been paid in full or in part.

With regard to the extrajudicial (collection) costs, swebber.eu, insofar as the Counterparty acts in the capacity of Consumer, is entitled to the statutory maximum permitted compensation as stipulated in the Dutch Extrajudicial (Collection) Costs Compensation Decree.

Insofar as the Other Party acts in the capacity of Consumer, swebber.eu is only entitled to compensation of the extrajudicial (collection) costs after swebber.eu has sent a reminder to the Other Party after the default has occurred to pay the outstanding invoice or invoices within 14 days.

Any reasonable judicial and enforcement costs incurred will also be borne by the Other Party.

Voucher

A Voucher can only be outsourced at swebber.eu.

The Counterparty must keep a Voucher carefully. There will be no compensation in case of theft or loss.

A Voucher is only valid for a period of 2 years (after purchase).

Vouchers cannot be returned or exchanged for cash.

Vouchers can be returned within 14 days in case of Remote Purchase and/or Services. After this period vouchers cannot be returned or redeemed for cash.

Retention of title

All Products delivered by swebber.eu under the Agreement will remain the property of swebber.eu until the Other Party has properly fulfilled and fully paid what it owes under the Agreement.

The amount due also includes: the compensation of all costs and interest, also of previous and subsequent deliveries and services performed, as well as claims for damages due to failure to perform.





As long as the ownership of the delivered goods has not passed to the Other Party, the Other Party may not resell, pledge or encumber in any other way that which falls under the retention of title, except within the normal course of his/her business.

Suspension

If the Counterparty does not, not fully or not timely comply with an obligation under the Agreement, swebber.eu has the right to suspend the performance of the corresponding obligation. In case of partial or improper fulfillment, suspension is only allowed, insofar as the shortcoming justifies it.

Furthermore, swebber.eu is entitled to suspend the performance of the obligations if:

- After the conclusion of the Agreement swebber.eu circumstances have come to light that give good reason to fear that the Counterparty will not fulfill its obligations;
- The Counterparty at the conclusion of the Agreement is requested to provide security for the fulfilment of its obligations under the Agreement and this security is not provided or insufficient;
- Circumstances arise of such a nature that compliance with the Agreement is impossible or that unaltered maintenance of the Agreement can not reasonably be required of swebber.eu.

swebber.eu reserves the right to claim damages

Dissolution

If the Counterparty does not, not fully, not timely or not properly fulfill an obligation under the Agreement, swebber.eu is entitled to terminate the Agreement with immediate effect, unless the shortcoming given its minor importance does not justify the dissolution.

Furthermore, swebber.eu is authorized to dissolve the Agreement with immediate effect, if:

- After the conclusion of the Agreement swebber.eu circumstances have come to light that give good reason to fear that the Counterparty will not fulfill its obligations;
- The Counterparty at the conclusion of the Agreement is requested to provide security for the fulfilment of its obligations under the Agreement and this security is not provided or insufficient;
- Due to the delay on the part of the Counterparty no longer swebber.eu can be required that he will fulfill the Agreement at the originally agreed conditions;
- Circumstances arise which are of such a nature that compliance with the agreement is impossible or that unaltered maintenance of the agreement can not reasonably be required of swebber.eu;
- The Counterparty in a state of bankruptcy is declared, submits a request for suspension of payments, requests the application of debt rescheduling natural persons, is faced with an attachment of all or part of its property;
- The Other Party is placed under guardianship;
- The Other Party dies.

Dissolution takes place by means of written notification without judicial intervention.





If the Agreement is dissolved, the claims of swebber.eu on the Other Party immediately due and payable.

If swebber.eu dissolves the Agreement based on the foregoing grounds, swebber.eu is not liable for any costs or damages..

If the dissolution is attributable to the Other Party, the Other Party is liable for the damages suffered by swebber.eu.

Force Majeure

A shortcoming can not be attributed to swebber.eu or the Counterparty, because the shortcoming is not due to his fault, nor by law, legal act or generally accepted practice for his account. In this case, the parties are also not obliged to fulfill the obligations arising from the Agreement.

Force majeure is in these Terms and Conditions in addition to what in that area in the law and jurisprudence is understood, all external causes, foreseen or unforeseen, on which swebber.eu can not influence and making swebber.eu unable to fulfill its obligations.

Force majeure circumstances include: exclusion, fire, water damage, natural disasters or other external calamities, mobilization, war, traffic obstructions, blockades, import or export barriers or other government measures, stagnation or delay in the supply of raw materials or machine parts, as well as any circumstance, as a result of which the normal course of business is impeded as a result of which the performance of the Agreement by swebber.eu in all reasonableness may not be required of the Counterparty.

swebber.eu also has the right to invoke force majeure, if the circumstance that (further) performance of the Agreement prevents, occurs after swebber.eu should have fulfilled its obligation.

In case of force majeure, the parties are not obliged to continue the Agreement, nor liable for any damages.

Both swebber.eu and the Other Party may, during the period that the force majeure continues to suspend the obligations under the Agreement in whole or in part. If this period lasts longer than 2 months, both parties are entitled to terminate the Agreement with immediate effect, by means of written notice, without judicial intervention, without the parties being able to claim any compensation.

If the force majeure situation is of a temporary nature, swebber.eu reserves the right to suspend the agreed performance for the duration of the force majeure situation. In case of permanent force majeure, both parties are entitled to terminate the Agreement extrajudicially.

If swebber.eu at the time of the occurrence of force majeure its obligations under the Agreement has already partially fulfilled or will be able to fulfill, and to the fulfilled or to be fulfilled part independent value, swebber.eu is entitled to the already fulfilled or to be fulfilled part to invoice separately. The Counterparty is obliged to pay this invoice as if there were a separate Agreement.

Guarantees

swebber.eu warrants that the Products supplied comply with the Agreement. swebber.eu also warrants that the Products supplied meet the usual requirements and standards that can reasonably be set and that the Products possess





those properties that, all circumstances considered, are necessary for normal use.

swebber.eu guarantees that the work performed by it meets the Agreement and will be performed with good workmanship and using sound materials.

If the delivered Product has been produced by a third party, then the warranty provided by this third party applies, unless otherwise indicated.

If the delivered Product and/or the performed Service does not comply with the warranty, swebber.eu will, after stating this, within a reasonable period of time proceed to replacement or repair free of charge.

The warranty period in these General Terms and Conditions runs for the duration of the agreement.

When the warranty period has expired, all costs for repair or replacement, including administration, shipping and call-out costs, will be for the account of the Other Party.

Any form of guarantee will lapse if a defect has arisen as a result of inexpert use or lack of care, or if it is a result of changes that the Other Party or third parties have made to the delivered goods. Nor is swebber.eu responsible for any damages resulting from these defects.

The warranty also expires if the defect is caused by or is the result of circumstances beyond swebber.eu's control. These circumstances include weather conditions.

Research and complaints

The Other Party is obliged to examine the Products delivered at the time of delivery, but in any case within 5 days after delivery. The Other Party is obliged to examine the Service at the time of execution, but in any case within 5 days after execution. In doing so, the Other Party must examine whether the quality and quantity of the Products delivered and the Service provided correspond with what has been agreed, or at least meet the requirements that apply to them in normal trade.

Visible defects and shortages should be reported in writing to swebber.eu within 5 days after delivery of the Product. The defective Product should be returned together with the proof of purchase, unless this is impossible or unreasonably onerous.

Visible defects and shortages should be reported in writing to swebber.eu within 5 days after performance of the Service.

Non-visible defects and shortages should be reported to swebber.eu within 5 days after their discovery. The defective Product should be returned together with the proof of purchase, unless this is impossible or unreasonably onerous.

For the Counterparty in the capacity of Consumer always applies a period of 2 months upon discovery of visible and non-visible defects, as referred to in Article 7:23 of the Dutch Civil Code.

The right to (partial) restitution of the price, repair or replacement or compensation will lapse if defects are not reported within the set period, unless a longer period ensues from the nature of the Product and/or Service or from circumstances of the case.





Any shipping costs incurred for the return of the defective Product at the written request of the customer swebber.eu will reimburse the customer. Other costs than shipping will never be reimbursed by swebber.eu, unless agreed in writing. The shipping costs will never be reimbursed when the Counter Party has not requested swebber.eu in writing to send.

The payment obligation will not be suspended if the counterparty informs swebber.eu within the set period of time about the defective Product.

If a timely complaint is made, the Other Party remains obliged to purchase and pay, unless the purchased Products have no independent value.

Liability

swebber.eu is only liable for direct damage caused by willful recklessness or intent of swebber.eu.

Direct damage should be understood exclusively::

- Material damage to the property of the Counterparty;
- Reasonable costs incurred by the Other Party to determine the liability and (the extent of the direct) damage;
- Reasonable costs that the Other Party has reasonably incurred, and could and should reasonably have incurred, to prevent or limit the damage, insofar as the Other Party demonstrates that these costs have led to a limitation of the direct damage;
- Reasonable costs reasonably incurred by the Other Party to obtain settlement out of court, as referred to in Article 6:96 paragraph 2 (c) of the Dutch Civil Code.

swebber.eu is never liable for indirect damages, including in any case consequential damages, lost profits, lost savings, business stagnation or immaterial damage of the Other Party. In the case of consumer purchase, this restriction does not extend beyond that permitted under Article 7:24 paragraph 2 of the Dutch Civil Code.

swebber.eu is not liable for damages of any nature whatsoever, because swebber.eu is based on incorrect and / or incomplete information provided by the Counterparty, unless such inaccuracy or incompleteness should have been known to swebber.eu.

The in this article included limitations of liability do not apply if the damage is due to intent or gross negligence of swebber.eu or its managerial subordinates. swebber.eu is not liable for mutilation, destruction, theft or loss of data or documents.

If swebber.eu liable for any damages, then the liability of swebber.eu is limited to the amount up to once the amount stated in the invoice or to the amount which the insurance swebber.eu affiliated claims, increased by the excess that swebber.eu carries in accordance with the insurance.

The Counterparty must report the damage for which swebber.eu can be held liable, as soon as possible, but in any case within 10 days after the occurrence of the damage to swebber.eu, under penalty of forfeiture of any right to compensation of this damage.

Any liability claim against swebber.eu expires within 1 year after the Other Party has become aware of the damaging event or could reasonably have become





aware of it.

Indemnification

The Counterparty indemnifies swebber.eu against any claims from third parties, who suffer damages in connection with the performance of the Agreement and which is attributable to the Counterparty.

If swebber.eu could be held liable by third parties, then the Other Party is obliged to assist swebber.eu both outside and in court. All costs and damages on the part of swebber.eu and third parties are further at the expense and risk of the Other Party.

Limitation period

All claims against swebber.eu and any third parties engaged by swebber.eu (if any) are subject to a limitation period of 1 year, contrary to the statutory limitation periods.

The foregoing does not apply to claims based on the failure of the delivered Product to comply with the Agreement. In this case, the expiration of 2 years after the Counterparty has informed swebber.eu about the defect of the delivered Product.

Intellectual Property

swebber.eu reserves the rights and powers vested in it under the Copyright Act and other intellectual property laws and regulations.

swebber.eu reserves the right to use any increased knowledge through the execution of the work for other purposes, as long as no confidential information is disclosed to third parties.

Confidentiality

Both swebber.eu and the Other Party are required during the term and after termination of the Agreement to maintain confidentiality regarding all facts and details concerning the company which he or she knows or can reasonably suspect to be confidential. This duty of confidentiality also includes all data of the employees, clients, principals and other relations that have come to their knowledge pursuant to the Engagement.

Privacy and cookies

The data and information provided by the Counterparty to swebber.eu will swebber.eu carefully and confidentially.

swebber.eu acts in accordance with the AVG which is effective as of 25 May 2018. swebber.eu will keep a register of processing activities on the basis of the AVG.

The Other Party has the right of inspection, the right of correction and the right to remove the personal data passed on.

When visiting the website, swebber.eu may collect information from the Other Party about the use of the website by means of cookies.

The information swebber.eu collects through cookies can be used for functional and analytical purposes.

swebber.eu may use the personal data of the Other Party solely and exclusively





in the context of fulfilling its delivery obligation or handling a complaint.

It is not permitted to swebber.eu the personal data of the Other Party to lend, rent, sell or in any other way to disclose.

swebber.eu may use the customer's personal information only and exclusively for necessary specific purposes.

swebber.eu will not keep the personal information longer than necessary.

The Other Party is entitled to file a complaint with the Personal Data Authority regarding his/her personal data. The Authority Personal Data is obliged to handle this complaint.

The customer agrees that swebber.eu will approach the customer for statistical or customer satisfaction research. When the Other Party does not want to be approached for research, the Other Party can make this known.

Newsletter

The Other Party can subscribe to the newsletter.

The newsletter keeps the Other Party informed of the latest news and the most recent developments.

The Other Party will receive the newsletter by e-mail.

The Other Party may at all times unsubscribe from the newsletter in writing or via the hyperlink. The Other Party will then no longer receive any messages.

Amendment of General Terms and Conditions

swebber.eu has the right to unilaterally change these Terms and Conditions.

Changes will also apply to agreements already concluded.

swebber.eu will inform the Other Party by email of the changes.

The changes to the General Terms and Conditions will be effective after 30 days after the Other Party has been informed of the changes.

If the Other Party does not agree with the announced changes, the Other Party has the right to dissolve the Agreement.

Applicable law and disputes

All legal relationships to which swebber.eu is a party are governed exclusively by Dutch law. This also applies if an obligation is wholly or partially carried out abroad or if the Counterparty is domiciled abroad.

The applicability of the Vienna Sales Convention is excluded.

Disputes between swebber.eu and the Other Party will exclusively be submitted to the competent court in the district of Limburg, unless otherwise required by law.

Location

These General Terms and Conditions have been filed with the Chamber of Commerce under number 14079025.

