

Rijnsburgerweg 10 2333 AA Leiden The Netherlands

Tel: +31 70 221 0058

Email: info@anvaluations.com Web: www.anvaluations.com

Kvk #: 67535267

# AN Valuations B.V. General Terms & Conditions relating to Product Agreements

These General Terms and Conditions relate only to Product Agreements with AN Valuations B.V. They do not relate to Service Agreements. For General Terms and Conditions relating to Service Agreements, please contact AN Valuations via the contact details listed below in Article 2 or request a copy of our General Terms and Conditions relating to Service Agreements from the Kamer van Koophandel.

#### Article 1 - Definitions

In these terms and conditions the following definitions apply:

**Additional agreement:** an agreement whereby the customer acquires products and/or digital content in connection with an distance contract (overeenkomst op afstand) and these items and/or digital content are supplied by the supplier or by a third party on the basis of an agreement between the third party and supplier

Consumer: the natural person who is not acting for purposes related to his trade, business, craft or profession

**Customer**: the consumer or company who concludes or wishes to conclude an Agreement with the supplier.

Day: calendar day

Digital content: data produced and delivered in digital form

**Distance contract**: an agreement concluded between the supplier and customer within the framework of an organized system for distance selling of products and/or digital content, whereby exclusive or joint use is made up to and including the conclusion of the agreement using one or more remote communication techniques

**Durable data carrier**: any tool - including e-mail - that enables the customer or supplier to store information that is personally addressed to him in a way that prevents future consultation or use during a period that is tailored to the purpose for which the information is intended, and which allows unaltered reproduction of the stored information

**Duration agreement**: an agreement that extends to the regular delivery of goods and/or digital content during a certain period

**Model withdrawal form**: the European model withdrawal form included in Appendix I of these terms and conditions. Annex I does not have to be made available if the consumer has no right of withdrawal with regard to his order.

Reflection period: the period within which the consumer can make use of his right of withdrawal;

Right of withdrawal: the consumer's option to cancel the distance contract within the cooling-off period

**Supplier**: AN Valuations B.V. or an affiliate of AN Valuations B.V., as well as companies that have received permission from AN Valuations B.V. to use these General Terms and Conditions

**Technique for distance communication**: means that can be used for concluding an agreement, without the customer and supplier having to meet in the same room at the same time

Website: the website(s) operated by the supplier

### Article 2 - Identity of the supplier

AN Valuations B.V. Rijnsburgerweg 10 2333 AA Leiden The Netherlands

Telephone: +31 70 221 0058

Availability: 9:30 AM to 5:00 PM CET E-mail: info@anvaluations.com

KvK-number: 67535267

VAT number: NL857058277B01

## Article 3 - Applicability

- 1. These general terms and conditions apply to every offer for products or digital content from the supplier and to every distance contract concluded between the supplier and the customer.
- 2. Before the distance contract is concluded, the text of these general terms and conditions is made available to the customer. If this is not reasonably possible, before the distance contract is concluded, the supplier will indicate how the general terms and conditions can be viewed and that they will be sent free of charge as soon as possible at the request of the customer.
- 3. If the distance contract is concluded electronically, notwithstanding the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available to the customer electronically in such a way that the customer can be stored in a simple way on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be consulted electronically and that they will be sent free of charge at the request of the customer electronically or otherwise.
- 4. If any provision in these General Terms and Conditions cannot be invoked on the basis of any nullity, reasonableness and fairness or the unreasonably onerous nature of any provision in these General Terms and Conditions, the other provisions in these General Terms and Conditions will remain in full force and effect and instead of the invalid provision, a provision that most closely approximates the intention of the parties.
- 5. In the event that specific product conditions apply in addition to these general terms and conditions, the second, third and fourth paragraphs apply mutatis mutandis.

#### Article 4 – Electronic communications

- 1. The consumer and supplier may correspond, convey documentation and generally communicate through electronic means (unless the parties have agreed otherwise on specific matters).
- 2. The consumer acknowledges and accepts that the electronic transmission of information by e-mail on the Internet or otherwise has inherent risks and that such communications may become lost, delayed, intercepted, corrupted or be otherwise altered, rendered incomplete or fail to be delivered. The supplier shall use its reasonable endeavors to ensure that electronic communications that it sends are free from viruses and any other material which may cause inconvenience or harm to any other computer system and consumer undertakes to do likewise with any electronic communications it may send to the supplier. However, the electronic transmission of information cannot be guaranteed to be secure or error-free and its confidentiality may be vulnerable to access by unauthorized third parties, therefore the supplier shall have no responsibility or liability to consumer on any basis other than willful intent or deliberate breach of duty in respect of any error, omission, claim or loss arising from or in connection with the electronic communication of information to the consumer or any of its partners, affiliates or related parties, and vice versa.

# Article 5 – Offers / conclusion of agreement

1. Every offer from the supplier is without obligation and must be regarded as a whole, unless expressly deviated from In Writing.

- 2. If the customer places an order, the Agreement is only concluded when the supplier accepts it In Writing, or starts the execution thereof.
- 3. If an offer has a limited period of validity or is subject to conditions, this will be explicitly stated in the offer.
- 4. The offer contains a complete and accurate description of the products and/or digital content offered. The description is sufficiently detailed to allow a proper assessment of the offer by the customer. Obvious mistakes or errors in the offer are not binding on the supplier.
- 5. Barring evidence to the contrary, the supplier's administrative data is decisive and binding for the content of the agreement and serves as proof of the agreement.
- 6. The customer guarantees that the information that it provides to the supplier in the request or order is correct and complete.
- 7. The supplier has the right at all times to verify an order in advance or to refuse it without stating reasons, which will be communicated to the customer by the supplier as soon as possible.
- 8. Articles 6:227b paragraph 1 of the Dutch Civil Code and 6:227c of the Dutch Civil Code do not apply to Agreements with companies that are concluded via the Website.

# Article 6 - The agreement

- 1. Subject to the provisions of paragraph 4, the agreement is concluded at the moment of acceptance by the customer of the offer and the fulfillment of the associated conditions.
- 2. If the customer has accepted the offer electronically, the supplier will confirm receipt of the acceptance of the offer electronically.
- 3. If the agreement is concluded electronically, the supplier will take appropriate technical and organizational measures to secure the electronic transfer of data, ensure a safe web environment and observe appropriate security measures.
- 4. Within legal frameworks, the supplier can inform himself whether the customer can meet his payment obligations, as well as about all those facts and factors that are important for a responsible conclusion of the distance contract. If, on the basis of this investigation, the supplier has good reasons not to enter into the agreement, he is entitled to refuse an order or request with reasons or to attach special conditions to the execution.
- 5. At the latest upon delivery of the product or digital content to the customer, the supplier will send the following information, in writing or in such a way that it can be stored by the customer in an accessible manner on a durable data carrier:
  - a. the visiting address of the establishment of the supplier where the customer can go with complaints;
  - b. the conditions under which and the manner in which the consumer can make use of the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
  - c. the information about warranties and existing after-sales service;
  - d. the price including all taxes of the product or digital content; to the extent applicable, the costs of delivery; and the method of payment, delivery or performance of the distance contract;
  - e. the requirements for terminating the agreement if the agreement has a duration of more than one year or is of indefinite duration;
  - f. if the consumer has a right of withdrawal, the model withdrawal form.
- 6. In the case of a long-term transaction, the provision in the previous paragraph only applies to the first delivery.

# Article 7 - Right of withdrawal for consumers

- 1. The consumer can dissolve an agreement with regard to the purchase of a product during a reflection period of 30 days without stating reasons. The supplier may ask the consumer for the reason for withdrawal, but not oblige him to state his reason(s).
- 2. The reflection period referred to in paragraph 1 starts on the day after the consumer, or a third party designated in advance by the consumer, who is not the carrier, has received the product, or:
  - a. if the consumer has ordered several products in the same order: the day on which the consumer, or a third party designated by him, has received the last product. The supplier may, provided he has

- clearly informed the consumer about this prior to the ordering process, refuse an order for several products with different delivery times.
- b. if the delivery of a product consists of several shipments or parts: the day on which the consumer, or a third party designated by him, has received the last shipment or the last part;
- c. in the case of agreements for regular delivery of products during a certain period: the day on which the consumer, or a third party designated by him, has received the first product.

For digital content that is not provided on a tangible medium:

- 3. The consumer can dissolve an agreement for the supply of digital content that is not delivered on a tangible medium during 30 days without giving reasons. The supplier may ask the consumer for the reason for withdrawal, but not oblige him to state his reason(s).
- 4. The reflection period referred to in paragraph 3 commences on the day following the conclusion of the agreement.

Extended cooling-off period for products and digital content that is not delivered on a tangible medium if you do not inform about the right of withdrawal:

- 5. If the supplier has not provided the consumer with the legally required information about the right of withdrawal or the model withdrawal form, the reflection period will expire twelve months after the end of the original reflection period determined in accordance with the previous paragraphs of this article.
- 6. If the supplier has provided the consumer with the information referred to in the previous paragraph within twelve months after the commencement date of the original cooling-off period, the cooling-off period will expire 30 days after the day on which the consumer received that information.

# Article 8 - Obligations of the consumer during the reflection period

- 1. During the cooling-off period, the consumer will handle the product and the packaging with care. He will only unpack or use the product to the extent necessary to determine the nature, characteristics and functioning of the product. The basic principle here is that the consumer may only handle and inspect the product as he would be allowed to do in a store.
- 2. The consumer is only liable for depreciation of the product that is the result of a way of handling the product that goes beyond what is permitted in paragraph 1.
- 3. The consumer is not liable for depreciation of the product if the supplier has not provided him with all legally required information about the right of withdrawal before or at the conclusion of the agreement.

# Article 9 - Exercise of the right of withdrawal by the consumer and costs thereof

- 1. If the consumer makes use of his right of withdrawal, he will report this to the supplier within the cooling-off period by means of the model withdrawal form or in another unambiguous manner.
- 2. As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer returns the product, or hands it over to (an authorized representative of) the supplier. This is not necessary if the supplier has offered to collect the product himself. The consumer has in any case observed the return period if he returns the product before the reflection period has expired.
- 3. The consumer returns the product with all accessories supplied, if reasonably possible in its original condition and packaging, and in accordance with the reasonable and clear instructions provided by the supplier.
- 4. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal lies with the consumer.
- 5. The consumer bears the direct costs of returning the product. If the supplier has not reported that the consumer has to bear these costs or if the supplier indicates that he will bear the costs himself, the consumer does not have to bear the costs for return.
- 6. The consumer shall not bear any costs for the full or partial delivery of digital content not supplied on a tangible medium, if:
  - a. he has not expressly agreed to commence fulfillment of the agreement before the end of the cooling-off period prior to its delivery;

- b. he has not acknowledged to lose his right of withdrawal when granting his consent; or
- c. the supplier has failed to confirm this statement from the consumer.
- 7. If the consumer makes use of his right of withdrawal, all additional agreements will be dissolved by operation of law.

#### Article 10 - Obligations of the supplier in the event of withdrawal

- 1. If the supplier makes the notification of withdrawal by the consumer possible electronically, he will immediately send a confirmation of receipt after receipt of this notification.
- 2. The supplier will reimburse all payments from the consumer, including any delivery costs charged by the supplier for the returned product, without delay but within 14 days following the day on which the consumer notifies him of the withdrawal. Unless the supplier offers to collect the product himself, he may wait with repayment until he has received the product or until the consumer demonstrates that he has returned the product, whichever is earlier.
- 3. The supplier uses the same payment method that the consumer has used for reimbursement, unless the consumer agrees to a different method. The refund is free of charge for the consumer.
- 4. If the consumer has opted for a more expensive method of delivery than the cheapest standard delivery, the supplier does not have to reimburse the additional costs for the more expensive method.

# Article 11 - Exclusion right of withdrawal

The supplier can exclude the following products from the right of withdrawal, but only if the supplier has clearly stated this in the offer, at least in time for the conclusion of the agreement:

- 1. Products whose price is subject to fluctuations in the financial market over which the supplier has no influence and which may occur within the withdrawal period
- 2. Agreements concluded during a public auction. A public auction is understood to mean a sales method in which products and/or digital content are offered by the supplier to the consumer who is personally present or who is given the opportunity to be personally present at the auction, under the direction of an auctioneer, and where the successful bidder is obliged to purchase the products and/or digital content;
- 3. Sealed audio, video recordings and computer software, the seal of which has been broken after delivery;
- 4. Newspapers, periodicals or magazines, with the exception of subscriptions thereto;
- 5. The supply of digital content other than on a tangible medium, but only if:
  - a. the execution has started with the express prior consent of the consumer; and
  - b. the consumer has declared that he loses his right of withdrawal.

#### Article 12 - The price

- 1. All stated prices on the website exclude VAT, which (where appropriate) will be calculated and added during checkout.
- 2. All prices and rates of the supplier are subject to programming and typing errors.
- 3. In the case of agreements with companies, delivery costs are for the account of the customer and these are charged separately at the usual rates. In the case of Agreements with consumers, such costs are only for the account of the customer if they have been expressly agreed in advance and the prices have been expressly specified in advance.
- 4. Changes in purchase prices, wages and material costs, social and government charges, freight costs, insurance premiums and other costs relating to the agreed performance entitle the supplier to change the price. If the supplier changes the price within three months after the conclusion of the agreement, the customer has the right to dissolve the agreement on that ground.

#### Article 13 - Delivery and execution

- 1. The supplier will take the greatest possible care when receiving and executing orders for products.
- 2. The place of delivery is the address that the customer has made known to the supplier.
- 3. All (delivery) periods stated by the supplier are approximate and have been determined on the basis of the data and circumstances known to the supplier when the agreement was entered into. The agreed delivery

- time is never a deadline, unless expressly agreed otherwise. In the event of late delivery, the customer must give the supplier written notice of default and allow him a reasonable period to still fulfill his obligations.
- 4. The supplier is entitled to deliver sold goods in parts. This does not apply if a partial delivery has no independent value. If the goods are delivered in parts, the supplier is entitled to invoice the Enterprises for each part separately.
- 5. In the case of agreements with companies:
  - a. the product is at the risk of the customer from delivery, even if the ownership has not yet been transferred to the customer;
  - b. The customer is obliged to accept the purchased products at the time they are made available to him or at the time they are delivered to him. If the customer refuses to take delivery or is negligent in providing information or instructions necessary for the delivery, the products will be stored for a maximum of 4 weeks at the expense and risk of the customer. In that case, the customer owes all additional costs, including in any case storage costs;
  - c. Insofar as shipment and transport of the products has been agreed between the supplier and the customer, this will take place at the expense and risk of the customer, even if the ownership has not yet been transferred to the customer;
  - d. All products delivered by the supplier to the customer at any time remain the property of the supplier or its suppliers until all amounts owed by the customer under any Agreement, including expressly the purchase price for prior deliveries, have been paid to the supplier, including any (fixed) compensation, whether or not due to failure of the customer in one or more of its obligations towards the supplier under the Agreement or otherwise, as well as costs owed for enforcing the retention of title and interest and/or collection costs owed;
  - e. The customer shall not process or dispose of the products delivered by the supplier other than in the normal course of its business. If the customer forms a new product (also) from products supplied by the supplier, the customer will only form that product for the supplier until the customer has paid all amounts owed under the Agreement. In that case, the supplier has all rights as owner of the formed products until full payment by the customer;
  - f. If the customer is in default with the payment of what it owes to the supplier under the Agreement, the supplier is entitled to take back all products that have already been delivered to the customer. The customer irrevocably authorizes the supplier to have all those products returned for the account of the customer and gives the supplier and the representatives designated by it permission to enter its business premises, warehouses, factory halls, etc. for that purpose;
  - g. The customer is not permitted to pledge products or to establish any other right to them;
  - h. The customer is obliged to store the products delivered by the supplier subject to retention of title with due care and as recognizable property of the supplier and to limit the risk of mixing with third-party goods to a minimum; and
  - i. The customer is obliged to insure the products against fire, explosion and water damage, as well as against theft for the duration of the reserved ownership and to make the policies of these insurances available to the supplier for inspection on demand. All claims by the customer against the insurers of the goods under the aforementioned insurance policies will, as soon as the supplier indicates its wish, be pledged by the customer to the supplier in the manner as indicated in art. 3:237.
- 6. In the case of agreements with consumers:
  - a. if the sold product is delivered to the consumer by the supplier or a carrier designated by it, the product is only at the risk of the consumer upon delivery.
  - b. in the absence of an agreement to the contrary, a delivery period of 30 days applies. Exceeding this delivery term gives the consumer the right to dissolve the Agreement. In that case, the supplier is not liable for compensation.

Article 14 - Duration transactions: duration, cancellation and extension

Cancellation:

- 1. The customer can cancel an agreement that has been entered into for an indefinite period and that extends to the regular delivery of products, at any time with due observance of the agreed cancellation rules and a notice period of one month.
- 2. The customer can terminate an agreement that has been entered into for a definite period and which extends to the regular delivery of products, at any time towards the end of the definite term, subject to the agreed cancellation rules and a notice period of at least maximum one month.

#### Extension:

- 3. An agreement that has been entered into for a definite period and which extends to the regular delivery of products, may not be tacitly extended or renewed for a definite period.
- 4. Contrary to the previous paragraph, a contract that has been entered into for a definite period and which extends to the regular delivery of daily news and weekly newspapers and magazines may be tacitly extended for a fixed term of a maximum of three months, if the customer opposes this extended contract then they can terminate the end of the extension with a notice period of one month.
- 5. An agreement that has been entered into for a definite period and which extends to the regular delivery of products may only be tacitly extended for an indefinite period if the customer is allowed to cancel at any time with a notice period of no more than one month. The notice period is a maximum of three months if the agreement extends to the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.
- 6. An agreement with a limited duration for the regular delivery of daily, news and weekly newspapers and magazines (trial or introductory subscription) is not tacitly continued and ends automatically after the trial or introductory period.

#### **Duration:**

7. If an agreement has a duration of more than one year, the customer may terminate the agreement at any time after one year with a notice period of one month, unless reasonableness and fairness oppose cancellation before the end of the agreed duration.

# Article 15 - Payment

- 1. Invoices from the supplier must be paid in advance. This payment takes place when ordering via the Website, unless otherwise agreed, by means of an online payment order in a manner as offered at the time of payment on the Website. This payment takes place when ordering other than via the Website, unless otherwise agreed, by means of a bank transfer.
- 2. The customer has the obligation to immediately report inaccuracies in the payment details provided or stated to the supplier.
- 3. If the customer does not meet their payment obligation(s) in time, after they have been informed by the supplier of the late payment and the supplier has granted the customer a period of 14 days to still meet their payment obligations, after the payment is not made within this 14-day period, statutory interest (wettelijke rente) in accordance with Article 119 of Dutch Civil Code Book 6 (Art. 6:119 BW) will be owed on the amount still owed and the supplier is entitled to charge the extrajudicial collection costs incurred by the supplier. These collection costs amount to a maximum of: 15% on outstanding amounts up to € 2,500; 10% on the next € 2,500 and 5% on the next € 5,000 with a minimum of € 40. The supplier can deviate from the stated amounts and percentages at its own discretion in favor of the customer.

# Article 16 - Complaints procedure

- 1. Complaints shall not suspend the customer's financial obligations towards the supplier.
- 2. The customer must inspect the delivered products upon delivery. In doing so, the customer must check whether the delivered goods comply with the Agreement, namely:
  - a. whether the correct goods have been delivered;
  - b. whether the delivered goods correspond with what has been agreed in terms of quantity and number; and

- c. whether the delivered goods meet the requirements that may be set for normal use and/or commercial purposes.
- 3. The customer who is a consumer must report defects fully and clearly to the supplier within a reasonable time after discovery or after the defect could reasonably have been discovered, but at the latest within one year, In Writing and with reasons, stating the invoice details. The previous sentence applies mutatis mutandis to the customer who is a company, on the understanding that the relevant period is 30 days. If the customer does not report defects or complaints within the aforementioned periods, his complaint will not be processed and his rights will lapse.
- 4. In the case of Agreements with companies, all claims and defenses based on facts that would justify the statement that the delivered goods do not comply with the agreement, expire one year after delivery.
- 5. In the case of Agreements with consumers, all claims and defenses based on facts that would justify the statement that the delivered goods do not comply with the agreement, lapse two years after the defect has been reported to the supplier in accordance with the preceding paragraphs.
- 6. Any claim by the customer with regard to delivered products also lapses if:
  - a. the products cannot (any longer) be identified as coming from the supplier;
  - b. the defects are (partly) the result of normal wear and tear, injudicious and/or incorrect handling, use and/or storage or maintenance of the products;
  - c. the supplier has not immediately been given the opportunity by the customer to investigate the complaints and to fulfill its obligations; or
  - d. the customer has not, not in time or not properly complied with the fulfillment of any obligation incumbent on him.
- 7. If it is demonstrated that the products do not comply with the Agreement, the supplier has the choice either to repair the products concerned against their return, or to replace them with new products or to refund the invoice value thereof. These General Terms and Conditions apply in full to this new delivery.
- 8. A complaint about a product or the service of the supplier can also be submitted to the supplier by email or mail. Contact details are provided in article 2.
- 9. It is also possible to register complaints via the European ODR platform (<a href="https://ec.europa.eu/consumers/odr/main/index.cfm">https://ec.europa.eu/consumers/odr/main/index.cfm</a>)

#### Article 17 – Exclusions and limitations of liability

- 1. Products sold by the supplier to the customer are sold as-is. Subject to intent and gross negligence, the supplier is in no way liable for damage arising as a result of the products delivered by it and/or any shortcoming in the execution of the Agreement or the violation of any other obligations towards the customer. Furthermore, except in the case of intent and gross negligence, the supplier is in no way liable for damage arising as a result of the inaccuracy and/or incompleteness and/or illegality of the content of the Website or any other (advertising) expression of the supplier, the (incorrect) use of the Website or other expressions of the supplier (such as order forms) by the customer and the provision of incorrect data by the customer.
- 2. Damage, as referred to in paragraph 1 of this article, which in the opinion of the customer is due to the intent or gross negligence of the supplier, must be reported as soon as possible, but in any event within thirty (30) days after it has arisen. To be reported to the supplier in writing. Damage that has not been notified to the supplier within that period is not eligible for compensation, unless the customer can demonstrate that it could not reasonably have reported the damage earlier.
- 3. Notwithstanding paragraphs 1 and 2, the aggregate liability of the supplier shall be limited to the amounts paid by the customer to the supplier for the portion of the product giving rise to the liability.
- 4. Any claim to payment of a stipulated fine or to compensation for damage lapses one year after the event, as a result of which the fine has become due and payable or the damage has been caused, unless the legal recovery thereof has commenced within the aforementioned period.
- 5. The customer who is a company indemnifies the supplier against all damage that the supplier may suffer as a result of claims from third parties in connection with the goods delivered by the supplier.
- 6. In the event that a customer or any third party initiates legal action against an officer or staff of the supplier or (of) one of its subcontractors, such defendant can defend itself by claiming it is not a party to the

agreement engagement letter and therefore not liable. If such defense, for whichever reason, will not be honored, such defendant may invoke the limitation of liability set out in this article and any other contractual provision protecting the supplier as if itself were a party to the agreement.

### Article 18 – Force majeure

- Force majeure is understood to mean circumstances that prevent the fulfillment of the agreement and that
  are not attributable to the supplier. If and insofar as these circumstances make the fulfillment impossible or
  unreasonably difficult, this will also include: strikes at the supplier's suppliers, strikes at the supplier's
  company, a general lack of goods or services, unforeseeable stagnation at suppliers or other third parties on
  which the supplier depends, general transport problems, fire, government measures, including import and
  export bans.
- 2. If the force majeure lasts longer than three months, both parties are entitled to dissolve the agreement. In that case, the supplier is not obliged to pay any compensation.

# Article 19 – Termination of agreement

- 1. If the customer does not, not timely or not properly comply with any obligation under an agreement with the supplier and he has been given notice of default in Writing by the supplier, as well as in the event of bankruptcy, suspension of payments or receivership of the customer or shutdown or liquidation of its company, the supplier is entitled to dissolve the agreement without judicial intervention and without any obligation to pay compensation and without prejudice to its further rights. In those cases, all claims that the supplier may have against the customer are immediately due and payable in full.
- 2. If the proper fulfillment by the supplier of its obligations under an agreement with the customer, in whole or in part, whether temporarily or permanently, is impossible as a result of one or more circumstances, which are not for the account of the supplier, including circumstances mentioned in article 9, the supplier is entitled to dissolve the agreement.

# Article 20 – Privacy & processing of personal data

- 1. The supplier processes Personal Data of (natural persons employed by) the customer in the context of the following purposes:
  - a. the conclusion and implementation of the agreement;
  - b. being able to contact the customer;
  - c. the performance by the supplier of market research, sales activities and direct marketing for the products of the supplier and its affiliates; and/or
  - d. other purposes that have been made known to the customer by the supplier, for example by means of a privacy statement on the Website.
- 2. The supplier will take appropriate technical and organizational measures to protect the Personal Data against loss or against any form of unlawful processing.

### Article 21 – Intellectual property

- 1. All Intellectual Property rights with regard to the (advertising) expressions of the supplier, including the Website, are vested in the supplier.
- 2. The customer and (other) users of the Website acknowledge these rights and guarantee that they will refrain from any infringement thereof, including making copies of the Website other than technical copies required for the use of the Website (loading and visualize).
- 3. The Website may contain hyperlinks to other websites that are maintained by third parties. The supplier has no influence whatsoever on the information stated on these websites and it accepts no liability for damage resulting in any way from the use of these websites.
- 4. The supplier is not responsible for photos, descriptions and other information material on the Website and in its other (advertising) communications that are published by third parties.
- 5. The supplier makes every effort to ensure that the goods delivered by it do not infringe any rights of any Intellectual Property of third parties, but cannot guarantee this. If it is established in court that any product supplied by the supplier infringes any intellectual property right of a third party, the supplier will, at its sole option, replace the product concerned with a product that does not infringe the aforementioned rights, or

acquire a right of use for this or take back the product concerned against reimbursement of the purchase price and less the usual depreciation. The Client cannot invoke this provision if it has not informed the supplier of this In Writing within a reasonable time after becoming aware of this fact.

# Article 22 – Applicable law and competent court

- 1. All relationships between the customer and the supplier shall be governed by the laws of The Netherlands exclusively.
- 2. All disputes between the customer (including any of their affiliates or associated parties) and the supplier to which these general terms and conditions apply and all other obligations to the supplier shall exclusively be settled by the competent court in The Hague, The Netherlands, or Leiden, The Netherlands, in accordance with the jurisdictional rules of the Dutch Courts.

Annex I – Model withdrawal form Model withdrawal form (only fill in and return this form if you want to revoke the agreement) To: AN Valuations B.V. Rijnsburgerweg 10 2333 AA Leiden The Netherlands E-mail: info@anvaluations.com I/We\* hereby give notice that I/we\* revoke our agreement regarding the sale of the following products: [product designation]\* the supply of the following digital content: [designation digital content]\* Ordered on\*/received on\* [order date for receipt for products] [Name of consumer(s)] [Address consumer(s)] [Signature consumer(s)] (only when this form is submitted on paper)

<sup>\*</sup> Strike out what is not applicable or fill in what is applicable.