



TERMS AND CONDITIONS

Article 1. Definitions

In these Terms and Conditions is intended by:

- a. Van Tiem: the private limited liability company Van Tiem Elektro B.V., and/or the enterprises affiliated with it, established in (6659 AL) Wamel at the address Industriestraat 5, registered with the Chamber of Commerce under number 10012295;
- b. Client: the natural or legal person entering into an Agreement with or granting an assignment to Van Tiem for the carrying out of activities and/or deliveries;
- c. Consumer: the Client not acting from the exercise of a profession or business;
- d. Quotation: the offer of Van Tiem to Client for the conclusion of an Agreement;
- e. Quotation documents: all offer documents and information that Van Tiem provides along with a Quotation to Client, such as pictures, dummies, drawings, designs, descriptions, or specifications;
- f. Agreement: the agreement with Van Tiem on the basis of which Van Tiem carries out its Activities and/or deliveries;
- g. Maintenance Agreement: the Agreement with Van Tiem that regards all activities that are required to service a system and/or to restore malfunctions;
- h. h. Activities: all actions and deliveries to be carried out by Van Tiem for the benefit of Client for which an order was issued, such as electro-technical installation, repair and/or maintenance activities;
- i. Matters: all matters delivered on grounds of the Agreement by Van Tiem, also expressly including materials, systems and associated items for the purpose of the implementation of the Agreement.
- j. j. PV system: the system including all photovoltaic panels (solar panels), inverters, support structures, cabling and other technical facilities.

Article 2. Applicability

1. These Terms and Conditions are applicable to all Quotations, Activities, deliveries of Matters, Agreements and future Agreements of or with Van Tiem.
2. The applicability of (any possible) conditions of Client and/or third parties is expressly rejected by Van Tiem and those therefore are not applicable, unless Van Tiem has indicated otherwise in writing.
3. Van Tiem has the right to (intermediately) modify and/or supplement the Terms and Conditions. Modifications enter into effect 30 days after announcement of the modifications/additions to Client, unless Client has protested against the modifications/additions within a 30-day term.
4. It may occur that Van Tiem does not always demand strict compliance with the Terms and Conditions. This does not mean that the provisions are not applicable or that Van Tiem forfeits the right to demand strict compliance with the Terms and Conditions in other cases.
5. If a provision of these Terms and Conditions is void or is annulled, then the other provisions will remain fully effective. In addition, the void or annulled provision will be replaced by a new provision, whereby the purpose and tenor of the void or annulled provision will be observed as much as possible.

Article 3. Quotation

1. Quotations can be issued by Van Tiem verbally or in writing.
2. A Quotation of Van Tiem is valid for 30 days, unless it is indicated otherwise on the Quotation. If Client accepts a Quotation, Van Tiem has the right to revoke the Quotation within 5 business days after receipt of the acceptance.
3. Were an error to feature in the Quotation of Van Tiem, then Client is not able to hold Van Tiem to this error if Client knew or could reasonably have known that a mistake or typing error pertained.
4. The content of all Quotation Documents remains the property of Van Tiem and is as precise as possible, but not binding.



5. Client is obliged to treat the information from the Quotation and all concomitant documents with confidentiality and may not use it for own application or application by third parties, nor disclose such to third parties.
6. If no Agreement is concluded on the basis of the Quotation, Client must return all Quotation Documents/matters for own account and risk to Van Tiem. Van Tiem has the right besides – in conformity with article 7:405 BW (Civil Code) – to bill a reasonable compensation for the costs associated with its Quotation to Client. Payment of the quotation costs owed occurs within 14 days after the date of the relevant invoice.

Article 4. Adoption Agreement

The Agreement is adopted at the moment that Client has given approval verbally or in writing for the Quotation, parties have signed a written Agreement, or at the moment that Van Tiem has started with the implementation of the Activities. The Quotation/Agreement represents the content of the Agreement.

Article 5. Obligations Client

1. Client is obliged to provide all data and/or information that Van Tiem indicates it needs to be able to correctly implement the Agreement timely and completely to Van Tiem.
2. Client guarantees towards Van Tiem the correctness, completeness, and reliability of the data and/or information provided to Van Tiem, even if this information derives from a third party. Van Tiem does not have to investigate the correctness and completeness of the information provided by Client, such as drawings, calculations, and constructions provided by Client.
3. If facts or circumstances occur of which Client knows or can reasonably know that they (may) be relevant for the implementation of the Agreement, then Client informs Van Tiem of those facts and circumstances without delay.
4. If Client must provide matters to Van Tiem in conformity with the Agreement, then Client is obliged to hand these matters over timely to Van Tiem and to make sure that these matters are sound and suitable. Client is responsible besides for the matters he has prescribed and/or provides.
5. Client procures such permits, exemptions, rulings and/or permissions as (may be) required.
6. Client is obliged to timely warn Van Tiem and its staff about dangerous situations.
7. Client is responsible for the connection to the public network. Van Tiem will render assistance to the best of its ability for the application for this connection.
8. Client grants Van Tiem access at the working hours announced beforehand to the location where the Activities must be conducted. The location must meet the legal safety requirements and other government regulations.
9. Client is obliged to make sure that the location where the Activities are conducted is free of superfluous materials and waste.
10. Client must make sure that Activities and/or deliveries that are carried out by third parties are conducted in such a manner and so timely that the execution of the work to be carried out by Van Tiem does not encounter any delays as a result. Client is exclusively responsible for the coordination of Activities by third parties.
11. If Van Tiem stores matters – such as materials and equipment – at Client, then Client bears the risk and responsibility for these matters. In such case, Client will also have to procure a sufficiently closable area or a safe location for the purpose of storage.
12. If Client falls short in complying with the obligations listed in the sections 1 through 11 and additional costs and Activities flow therefrom for Van Tiem or damage occurs otherwise, then Client is obliged to refund those costs, additional Activities, and damage to Van Tiem.

Article 6. Implementation Agreement

1. Van Tiem will implement the Agreement to the best of its understanding and ability and in accordance with the requirements of good craftsmanship, on the basis of a best-effort obligation. Van Tiem therefore does not guarantee the result aimed at with an Agreement.
2. Van Tiem cannot be obliged to start with the implementation of the Agreement until after all information required for it has been provided by Client.



3. Van Tiem will treat all information of Client with confidentiality, to the extent such information has been disclosed to Van Tiem as being confidential. Van Tiem will impose the same obligations on its staff and the third parties deployed by it.
4. In case a term has been established for the carrying out of certain Activities or the delivery of certain Matters, then this is not a strict time limit. Upon the overrunning of a term, Client must declare the default of Van Tiem in writing. This means that Client must grant Van Tiem a reasonable term - at least 14 days - to be able to comply with its obligations still.
5. Van Tiem has the right to have certain Activities and/or deliveries of Matters carried out by third parties.
6. Van Tiem has the right to implement the Agreement in different stages and to separately invoice the part thus implemented.
7. If the Agreement is implemented in stages, then Van Tiem can suspend the implementation of those parts that belong to a successive stage until Client has approved the results of the preceding stage.
8. Van Tiem has the right to place fences and barriers to close off the building or the location where the Activities are conducted.
9. It is permitted to Van Tiem to attach indications of its name and company or advertisements in the building or at the location where the Activities are conducted.
10. Client is responsible for the delay and/or costs as a result of compliance with legal requirements and rulings from the authorities, as well as with regulations of a special nature that are modified or enter into effect after adoption of the Agreement.

Article 7. PV systems

1. If the Agreement covers Work and/or deliveries relating to a PV system, among other things, the provisions of this article will also apply.
2. The Client guarantees Van Tiem that no asbestos is present at the site where a PV system is installed.
3. Van Tiem does not install or mount PV systems on roofs with a pitch greater than 45 degrees.
4. Van Tiem will make every effort to install a PV system in such a way that the Client can achieve good to optimal efficiency. However, Van Tiem makes no guarantees with regard to the PV system's actual yield or efficiency for the Client.
5. In the event that a system functions poorly or becomes damaged, for any reason whatsoever, Van Tiem will not be liable for any loss of yield that may occur for the Client.

Article 8. Additional and reduced work

1. By additional work is intended: additional Activities or deliveries desired by Client or flowing necessarily from the Agreement that are not included in the Quotation/Agreement.
2. By reduced work is intended: the reductions of the established Activities or the established deliveries desired by Client.
3. Without falling into default as a result, Van Tiem can refuse a request for the modification of the Agreement.
4. Van Tiem will not carry out additional work or bill it to Client until after prior agreement has been reached with Client concerning.
5. If Client wishes to modify the Agreement which leads to a reduction of established Activities or deliveries, then Van Tiem has the right to claim compensation of the damage it has incurred as a result, amounting to at least 50% of the fee owed for the Activities or delivery not implemented.
6. The absence of a written assignment and/or Agreement regarding the additional and/or reduced work leaves unaffected the entitlement of Van Tiem to payment.
7. The settlement of additional and/or reduced work occurs intermediately, unless Parties have established otherwise in writing.



Article 9. Suspension and rescission

Van Tiem has the right – besides its legal powers of rescission and suspension – to rescind the Agreement with immediate effect and/or to suspend the implementation of the Agreement if one of the following events enters into effect:

- a. Client does not, does not fully, or does not timely comply with the obligations from the Agreement;
- b. Van Tiem after conclusion of the Agreement has obtained information that provides reasonable grounds to fear that Client will not comply with his obligations;
- c. a request for the grating of (provisional) suspension of payments has been submitted for the benefit of Client;
- d. a request to declare Client bankrupt has been filed;
- e. an attachment has been levied to the charge of Client;
- f. a decision regarding the dissolution and/or liquidation of Client has been taken;
- g. Client has been placed in receivership or under forced administration;
- h. Client otherwise loses the power of disposal or legal capacity regarding his assets or parts thereof.

Client is obligated to immediately inform Van Tiem of an event as intended sub c through h entering into effect.

Article 10. Warranty, delivery, and complaints

1. The delivery of Matters is carried out by Van Tiem Ex Works (Incoterms 2020). This means that the delivery takes place at the moment that Van Tiem makes the Matters available at the company building to Client. The risk of damage to or the loss of the Matters during transport therefore is at the expense of Client.
2. As soon as Van Tiem has announced to Client that the Activities are ready, the work must be considered delivered.
3. Objections against (the amount of) an invoice must be reported within 7 days after invoice date to Van Tiem in writing. Each report must contain a description of the complaint with the greatest possible detail, so that Van Tiem is able to respond adequately.
4. Client is obligated to investigate the completed and/or delivered Matters immediately after they have been made available to him. Client must thereby investigate whether the quality and/or quantity of the delivered items correspond with what was established.
5. Any possible visible defects must be reported within 14 days after delivery to Van Tiem in writing. Any possible non-visible defects must be reported no later than within 14 days after the defect was discovered or could have been discovered to Van Tiem in writing. Each report must contain a description of the defect with the greatest possible detail, so that Van Tiem is able to respond adequately.
6. If a complaint or defect is reported later than is described in section 3 through 5, then Van Tiem is not required to take the complaint under advisement.
7. If Client timely submits a complaint, this does not suspend his payment obligation.
8. If Van Tiem judges that the Activities and/or the Matter are defective and a complaint is submitted timely, then Van Tiem will - at the option of Van Tiem - either replace, restore, or pay compensation to Client for the Activities conducted defectively and/or the defective Matter.
9. In case of the replacement of a Matter, Client is obligated to return the replaced Matter to Van Tiem and to transfer the property thereof to Van Tiem, unless Van Tiem indicates otherwise.
10. If Van Tiem judges that a complaint is unfounded, then the costs that have arisen as a result - also including the costs of investigation - on the part of Van Tiem are borne by Client.

Article 11. Anticipated commissioning

1. If Client wishes to commission (parts of) the work before the planned delivery, then Client must approve the Activities regarding (parts of) the work that he wishes to commission early before the date of this anticipated commissioning, and sign for them as completed. If Client fails to do so and nevertheless commissions (parts of) the work, the work is deemed to have been approved and completed.
2. Damage that arises as a result of commissioning as intended in section 1 of this article is borne by Client.



Article 12. Prices and costs

1. The prices listed in a Quotation in principle are exclusive of VAT and any possible costs to be incurred in the context of the Agreement, such as travel expenses and administration costs, unless indicated otherwise.
2. All Quotations are based on the implementation of the Agreement during the normal working hours of Van Tiem (from Monday through Friday, between 7.30 AM and 5.00 PM). If Client requires of Van Tiem to conduct Activities outside the normal working hours of Van Tiem, then Van Tiem has the right to bill an additional fee for this to Client.
3. If the Quotation is based on information provided by Client and it turns out this information is incorrect or incomplete or it changes afterwards, Van Tiem has the right to adjust the prices listed.
4. If after the adoption of the Agreement, but before the assignment has been carried out completely, levies by the authorities, wages and/or prices regarding raw material or materials undergo changes, Van Tiem has the right to accordingly adjust the established rate.

Article 13. Payment

1. Client is obliged to settle an invoice of Van Tiem within 30 days after invoice date (unless indicated otherwise).
2. If Client has not paid in full within the payment term indicated in section 1, Client falls into default legally. In such case, Client must pay the legal collection costs and interest to Van Tiem. In addition, all costs, both judicial and extrajudicial, that Van Tiem has to incur to recover what Client leaves unpaid illegitimately, are borne by Client.
3. If Client has not paid the amount owed within one month after the day on which it should have been settled at the latest, then Van Tiem is entitled to compensation of interest against the legal interest rate increased by 2% with effect from the day on which this month has expired, all matters without warning by Van Tiem.
4. Payments made by Client always serve initially to settle interest and costs owed and then payable invoices.
5. It is not permitted to Client to make payments for or on behalf of Van Tiem to its independent auxiliary persons.
6. Objections against (the amount of) an invoice does not suspend the payment obligation of Client.
7. If the financial position or the payment behaviour of Client - in the opinion of Van Tiem - provides grounds for doing so, then Van Tiem has the right to demand (additional) security from Client in a form to be determined by Van Tiem.
8. Van Tiem has the right to cede or pawn its right to payment entirely or in part.

Article 14. Retention of title

1. All Matters delivered by Van Tiem in the context of the Agreement, such as materials and parts, are delivered under retention of title. This means that the delivered Matters remain the property of Van Tiem until Client has properly complied with all obligations from the Agreement concluded with Van Tiem.
2. Matters delivered by Van Tiem that fall under the retention of title pursuant to section 1 may not be resold, pawned, or encumbered in any other manner.
3. Client must always do everything that may reasonably be expected of him to secure the property rights of Van Tiem.
4. If third parties levy an attachment on the Matters delivered under retention of title or wish to establish or enforce rights thereto, then Client is obliged to immediately inform Van Tiem accordingly.
5. For the event that Van Tiem wants to exercise its property rights as intended in this article, Client grants unconditional and irrevocable permission beforehand to Van Tiem and to third parties to be designated by Van Tiem to enter all those areas where the property of Van Tiem is located and to recover those Matters.



Article 15. Intellectual property right

1. Van Tiem is the title holder of rights of intellectual and industrial property in the matter of the content and form of reports, drawings, constructions, models, descriptions, advice and the likes.
2. The exercise of the rights indicated in the previous section - also including disclosure or the transfer of data - is reserved, both during and after the end of the implementation of the Agreement, expressly and exclusively to Van Tiem.
3. Only after payment of what is owed to Van Tiem as a result of the Agreement, a non-transferable license falls to Client in the matter of the preceding.

Article 16. Confidentiality

1. Client is obligated to treat all (company) data of Van Tiem and all information received in connection with the Agreement with confidentiality. It is prohibited to Client to use these data and information for own application or application by third parties, or to disclose such to third parties.
2. Upon violation of the preceding provision, Client owes an immediately payable fine to the amount of € 10,000. This provision leaves unaffected the option to claim (other) damages.

Article 17. Privacy

1. If Van Tiem must take cognisance of personal data upon the implementation of the assignment, Client is responsible himself when providing these data to Van Tiem to leave out or render illegible personal data or other confidential information that Van Tiem will not need, and to transfer the confidential information to Van Tiem in a safe manner. This applies without prejudice to the obligation for Van Tiem to treat confidential information provided to it with confidentiality and to secure it in an appropriate manner.
2. Van Tiem has taken appropriate technical and organisational measures to secure the processing of personal data. Upon taking the security measures, the risks to be mitigated, the state of the art, and the costs of the security measures have been taken into account.
3. If a data leak occurs whereby personal data that are processed in the context of the assignment are involved, Van Tiem will inform Client after it has taken cognisance of the data leak. In such case, Van Tiem will, if necessary, file a report independently with the oversight authority 'Autoriteit Persoonsgegevens'.
4. Client guarantees that the processing of personal data by Van Tiem in the context of the assignment is not unlawful and does not violate the rights of data subject(s).

Article 18. Non-solicitation clause

1. It is not permitted to Client and to natural or legal persons affiliated with Client during the term of the Agreement – also including the time between the moment of adoption of the Agreement and the start of the implementation of the Activities by Van Tiem – and during a period of 12 months after termination of the Agreement, to enter into a direct assignment Agreement with employees of Van Tiem or to let the employees conduct activities on the basis of a different type of agreement, regardless of the nature, description, and substance of the activities.
2. Upon violation of the preceding provision, Client owes an immediately payable fine to the amount of € 10,000, and € 1,000 for each day that the violation continues. This provision leaves unaffected the possibility to claim damages.

Article 19. Maintenance Agreement

1. If there is a Maintenance Agreement, then the specific provisions are stated in this article, besides the other provisions as stated in the present terms and conditions, are applicable to the Maintenance Agreement. In case of conflict between the provisions in this article and the other provisions in these terms and conditions, the provisions from this article prevail.



2. By a malfunction is intended in this provision: a sudden unexpected interruption of the performance of the system.
3. The Maintenance Agreement is adopted for the term as stated in the relevant Agreement. If no term is stated, it is assumed that the Maintenance Agreement was adopted for a period of 24 months.
4. Client can cancel a Maintenance Agreement against the end of the term in writing by e-mail or registered mail, with due regard for a notice period of 3 months. In the absence of written notice with due regard for the notice period, the Maintenance Agreement will be tacitly extended each time by the same period for which the agreement was entered into initially. In case of an extension, Client can cancel the Maintenance Agreement again against the end of the term in writing with due regard for a notice period of at least 3 months.
5. Van Tiem informs Client before the start of the Activities of the fact when the Activities are conducted in accordance with the Maintenance Agreement.
6. Van Tiem has the right - to the extent technically possible - to carry out Activities that are conducted on the basis of the Maintenance Agreement at a distance.
7. Upon carrying out the Activities on the basis of the Maintenance Agreement, Van Tiem will:
 - a. exert itself according to its ability during the maintenance period to keep the risk of malfunctions occurring to an acceptable level by way of preventive maintenance activities and, to the extent established, to eliminate malfunctions by way of corrective maintenance activities;
 - b. after adoption of the Agreement but prior to the start of the Activities, draw up a maintenance schedule with a schematic overview of the Activities, the order and period of time (week, month, annual planning) in which these will be carried out;
 - c. base the maintenance schedule on the description of Client of the malfunction behaviour of the system, of all tasks, frequencies of execution, materials, tools, and such skills as may be required, all for the purpose of the implementation of the preventive Activities and the rendering manageable of the corrective Activities;
 - d. exert itself to eliminate urgent malfunctions following order of Client within 24 hours after their reporting;
 - e. resolve non-urgent malfunctions where possible during the normal work hours of Van Tiem.
8. Client can report malfunctions via the phone number 0487-591278 or by e-mail via the e-mail address service@vantiem.nl.
9. As soon as Van Tiem has carried out the Activities in accordance with the Maintenance Agreement, Van Tiem asks Client to sign the delivery slip for approval. After the signing of the delivery slip, the Activities count as completed.

Article 20. Force majeure

1. Van Tiem is not obliged to comply with any obligation towards Client if he is prevented from doing so as a result of force majeure.
2. By force majeure is intended in these Terms and Conditions - besides what is defined as such in the law and jurisprudence - all outside causes, foreseen or unforeseen, that Van Tiem cannot exert any influence on and as a result of which Van Tiem is unable to comply with its obligations, such as illnesses, pandemics (also including restrictions) or epidemics, non-performance by suppliers, government measures that impede compliance, danger to public health, work strikes, bad weather conditions (such as rain, thunder storm, extreme heat, snow, or frost), war, natural disasters or transport issues as a result of a lack of means of transport.
3. Van Tiem can suspend its obligations from the Agreement during the period that the force majeure continues. If this period lasts longer than 30 days, then Parties have the right to rescind the Agreement, without any obligation to compensate damage to the other party.



4. If Van Tiem at the time the force majeure becomes effective has already complied with its obligations from the Agreement in part or will be able to do so, Van Tiem has the right to invoice the part already fulfilled or still to be fulfilled. Client is obliged to settle this invoice.

Article 21. Insurance Client

1. Client is obliged to take out and maintain a customary CAR insurance or customary insurance(s) that can be equated therewith, in which Van Tiem (also including the sub-contractors and third parties to be deployed by Van Tiem for the implementation of the Agreement) is stipulated as co-insured if the Activities of Van Tiem serve for the exercise of the business of Client, unless something else has been established in writing. This provision does not apply if Client is a Consumer.
2. Client makes sure that Van Tiem receives written proof as soon as possible for the existence and the content of the insurance intended in section 1.

Article 22. Liability

1. After the time of delivery, Van Tiem is no longer liable for defects, unless:
 - a. such defects can be attributed to it;
 - b. Client has not noticed such defects prior to delivery;
 - c. Client should reasonably not have discovered such defects at the time of delivery; and
 - d. Client has declared the default of Van Tiem in writing within 14 days after delivery or within 14 days after the defect could have been discovered.
2. If Van Tiem is liable in accordance with section 1, then Van Tiem is exclusively liable for direct damage. By direct damage is intended the reasonable costs to determine the cause and the scope of the damage, such reasonable costs as may have been incurred to render the defective performance of Van Tiem correspondent with the Agreement, and reasonable costs incurred to prevent or mitigate damage.
3. Van Tiem is never liable for indirect damage, also including consequential damage, lost profit, missed savings, loss of production, and damage due to operational stagnation.
4. Van Tiem is not liable for damage, of any nature whatsoever, that has arisen because Van Tiem relied on incorrect and/or incomplete information provided by or on behalf of Client, whereby are intended as well drawings, calculations, and constructions supplied by Client.
5. Van Tiem is not liable for damage that has occurred during force majeure (article 20).
6. Van Tiem is not liable for damage that has occurred due to:
 - a. inexpert and/or inappropriate use;
 - b. wear through normal usage;
 - c. incorrect maintenance by a different party than Van Tiem;
 - d. placement, adaptation and/or processing;
 - e. labour disturbance at third parties or among own staff;
 - f. the falling short of auxiliary persons;
 - g. transport issues;
 - h. fire and the loss of parts to be processed;
 - i. measures of any national, foreign, or international authority, such as import bans or trade bans;
 - j. violent or weaponed actions;
 - k. malfunctions in energy supplies, in communication connections or in devices or software of Van Tiem or third parties;
 - l. circumstances that Van Tiem cannot exert any influence on, such as (extreme) weather conditions and temperature fluctuations.
7. The liability of Van Tiem is limited at all times to the amount that is disbursed on account of the liability insurance of Van Tiem in the relevant case.



8. If – for any reason whatsoever – no disbursement is provided pursuant to said insurance or applies that any liability is limited to the maximum amount that was invoiced for the Agreement, or rather for that part of the Agreement that the liability is in regard to.
9. As an exception to section 8 it applies that the liability in case of a Maintenance Agreement is limited to the amount that was invoiced in the last 3 months before the damage arose.
10. Any liability of Van Tiem lapses through the expiry of 6 months from the time when the Agreement has ended through delivery, rescission, or notice.

Article 23. Indemnification

1. If and to the extent Client has insured any risk associated with the Agreement, he is obliged to claim any possible damage under such insurance and to indemnify Van Tiem for recourse claims by the insurer.
2. Client safeguards Van Tiem against any possible claims by third parties that insure damage in connection with the implementation of the Agreement and the cause of which can be attributed to others than Van Tiem.
3. If Van Tiem were to be addressed on such account, then Client is obliged to assist Van Tiem both extra-judicially and judicially and to do everything without delay that may be expected of him in such case. Were Client to remain in default with the taking of adequate measures, then Van Tiem has the right, without any default notice, to proceed to do so itself. All costs and damage on the part of Van Tiem and third parties that have occurred as a result are integrally at the expense and risk of Client.
4. Client is liable for (soil) contamination, substances that burden the environment and/or bacteria that are found during the implementation of the Activities, such as asbestos or legionella. Client safeguards Van Tiem against the resulting damage.

Article 24. Applicable law and disputes

1. If these Terms and Conditions are stipulated in a different language, the Dutch version prevails in case of ambiguities, imperfections, or contradictions in/due to the translation.
2. To all legal relationships to which Van Tiem is a party, Netherlands law is applicable.
3. Unless the law prescribes otherwise in a mandatory manner, all disputes between Van Tiem and Client will be submitted to the competent court of law of the district where Van Tiem is established.
4. Parties will first attempt to resolve a dispute in mutual consultation before an appeal to the court of law.
5. Client is obliged in the matter of the Agreement to choose domicile in the Netherlands, to the extent he is not established in the Netherlands already. In the absence of such a choice of domicile, Client is deemed to have chosen domicile in Arnhem.
6. The working language in case of a possible legal procedure is the Dutch language.