



## TERMS & CONDITIONS – PAARD VERZAMELD

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### GENERAL

Paard Verzameld, located in Alkmaar and registered with the Chamber of Commerce under number 69824436, provides various services in the (equine) art sector. For this reason, these general terms and conditions consist of general provisions and additional provisions. This means that the "additional" provisions are an integral part of the "general" provisions, unless otherwise included.

### ARTICLE 1. DEFINITIONS

- o *General Terms and Conditions*: these General Terms and Conditions, *version 1.2 January 2025*
- o *Client*: the Party with whom Paard Verzameld has entered into an agreement can also act in the capacity of coachee and/or participant.
- o *Consumer*: a Contractor who acts as a private person and not in the exercise of a profession and/or business.
- o *Service(s)*: creative coaching, strategic and creative partnerships, art project management, visual design, concept development, curating and organising exhibitions and art fairs, managing international art collective, event organisation, organising masterclasses and workshops.
- o *Event*: any activity organised by Paard Verzameld for the Client, meeting, exhibition, art fair or other programme, regardless of the location (physical or digital). This includes both one-off and recurring activities, which are carried out for a specific group of participants or the general public, with an educational, artistic, informational, commercial or recreational purpose.
- o *Agreement*: any agreement between Paard Verzameld and the Client to provide services by Paard Verzameld for the benefit of the Client.
- o *Parties*: Paard Verzameld and Client together.
- o *In writing*: "communication by letter post" and "communication by electronic means such as, but not limited to, e-mail, SMS, WhatsApp, Telegram, communication via social media channels and/or communication via similar channels.
- o *Website*: [www.paardverzameld.com](http://www.paardverzameld.com).
- o *Business Customer*: a Client who acts in the exercise of a profession and/or business.

### ARTICLE 2. APPLICABILITY

1. These General Terms and Conditions apply to every quotation, every offer, all work and to all agreements and deliveries of services or products by or on behalf of Paard Verzameld.
2. It is only possible to deviate from these General Terms and Conditions if this has been agreed in writing.
3. The applicability of the General Terms and Conditions and/or other stipulations of the Client and/or those of other(s) are expressly excluded.
4. Paard Verzameld may change these General Terms and Conditions. It may always make changes of minor importance. Major changes will be discussed with the Client in advance as much as possible. A Consumer may terminate the underlying agreement in the event of a major change.

### ARTICLE 3. OFFER AND QUOTATION

1. An offer or quotation is without obligation and valid for a maximum of thirty (30) days, unless expressly stated otherwise. If an offer or quotation is not accepted within thirty (30) days, the offer or quotation will expire.
2. An offer and quotation do not automatically apply to new agreements, unless explicitly agreed otherwise.

### ARTICLE 4. ACCEPTANCE

1. Upon acceptance of a quotation or offer, Paard Verzameld may withdraw the quotation or offer within 3 days after receipt of the acceptance, without the Client being able to derive any rights from it.
2. Verbal acceptance of an offer or quotation shall only bind a Party after the other Party has confirmed the acceptance in writing.

### ARTICLE 5. PRICES

1. Paard Verzameld uses prices in euros
  - a. for consumers including VAT and excluding any other costs such as administration or travel costs, unless otherwise agreed in writing;
  - b. for business customers excluding VAT and excluding any other costs such as administration or shipping costs, unless otherwise agreed in writing.
2. The parties may agree on a total amount as a guide price for a service provided by Paard Verzameld unless otherwise agreed in writing.
3. Paard Verzameld may deviate up to 10% from that target price. The Client may cancel the part of the assignment that exceeds the target price (plus 10%) if the target price is more than 10% higher.

4. Paard Verzameld may adjust its prices for current contracts every year and it will communicate price adjustments to the Client prior to their commencement.
5. A Consumer may terminate the agreement with Paard Verzameld up to 7 days after becoming aware of the price increase, if the Consumer would disagree with the price increase and she does not get the chance to continue the agreement in the old way.

#### **ARTICLE 6. PAYMENT AND PAYMENT TERM**

1. Paard Verzameld may demand a deposit of up to 50% of the agreed amount from the Consumer when entering into the agreement. For business customers, 100% payment in advance may be required.
2. Paard Verzameld may make a delivery conditional on immediate payment, or at least demand a security for the total amount of the services.
3. Client must pay invoices within thirty (30) days of the invoice date, unless otherwise agreed or the invoice states a different payment term.
4. Payment terms are fatal payment terms. This means that if Client has not paid the agreed amount by the last day of the payment term at the latest, Client is automatically in default and in default, without Paard Verzameld having to send a reminder or notice of default.
5. If the Parties have agreed on a payment arrangement or a payment agreement, the payment arrangement or payment agreement will lapse immediately if a term is missed. The remaining amount then becomes due and payable at once.
6. If Paard Verzameld takes collection measures against the Client in the event of default, the costs related to that collection will be borne by the Client, which costs will be set at at least 15% of the principal sum in accordance with the Collection Costs Act. These costs also include the costs of any collection agency, bailiff and/or lawyers to be engaged.
7. Payments made by the Client are always used to pay all interest and costs due in the first place, and in the second place all due invoices that have been outstanding the longest, even if the Client states that the payment relates to a later invoice.
8. Unless the Client is a Consumer, the right to set off a debt to Paard Verzameld against a claim is waived.
9. If the Client consists of several Clients, then each is jointly and severally liable to Paard Verzameld for the payment of the total invoice amount if the work has been performed for the benefit of all Clients.

#### **ARTICLE 7. PERFORMANCE OF THE AGREEMENT AND PROVISION OF INFORMATION**

1. Paard Verzameld carries out the agreement to the best of its knowledge and ability and according to the requirements of good craftsmanship.
2. Paard Verzameld may have the agreed service provided in whole or in part by others.
3. The execution of the agreement takes place in consultation and after a written agreement and payment of any deposit by the Client.
4. The client ensures that Paard Verzameld can start the execution of the agreement on time.
5. The Client will make available all information, data and documents (*including an intended result, clear expectations and goals, wishes for cooperation/event, budget, communication, order confirmation*) that are relevant to the correct execution of the agreement in a timely manner and in the desired form.
6. If the Client does not make the reasonably required information, data or documents available, or does not make them available in a timely or proper manner, and the performance of the agreement is delayed as a result, the resulting additional costs and extra hours will be borne by the Client.
7. The Client guarantees the correctness and completeness of the information, data and documents made available, even if they originate from third parties, insofar as the nature of the agreement does not dictate otherwise.
8. Additional terms and conditions may apply for each service.

#### **ARTICLE 8. DURATION AND AMENDMENT OF THE AGREEMENT**

1. The agreement for a service is entered into for a fixed period of time, unless something else follows from the nature of the agreement or something else has been agreed in writing.
2. After the expiry of the period in paragraph 1, the agreement shall be tacitly converted into an agreement for an indefinite period, unless one of the Parties terminates the agreement, subject to a notice period of two (2) months. If the Client is a Consumer, a notice period of one (1) month applies.
3. If it is necessary to amend a concluded agreement for its implementation, the Parties may amend the agreement in consultation.

#### **ARTICLE 9. MAKING APPOINTMENTS, RESCHEDULING, CANCELLING**

1. Agreements are made in mutual consultation.

#### **ARTICLE 9.1 APPOINTMENT, RESCHEDULING AND CANCELLATION BY YOUR SINGLE SESSION (CONSUMER)**

1. Cancelling a session is free of charge for consumers up to 72 hours before the start of the session.
  - a. *In case of cancellation between 72 and 48 hours, Paard Verzameld is forced to charge 50% of the session.*
  - b. *In case of cancellation after those 48 hours, Paard Verzameld is forced to charge 100% of the session amount.*

2. In mutual consultation and based on availability, a session can be moved up to twice at most.
3. If no new session is scheduled within two months, the right to the session expires and there is no refund for money already paid.
4. It is the Client's own responsibility to arrive on time. If the Client arrives/appears too late (online/location), it cannot be guaranteed that the (full) session can still take place.
5. In the event of no-show or partial participation, Client is not automatically entitled to a refund of monies paid. In the event of unforeseen exceptional events, it may be possible to make up the session at another time, if the schedule allows it.

#### **ARTICLE 9.2. CANCELLATION 1-ON-1 COACHING (CONSUMER)**

1. A 1-on-1 coaching entered into in the capacity of consumer cannot be cancelled free of charge.
2. After approval of the quotation, 30% of the quoted amount is always due, because the preparation has already taken a lot of time and energy. Furthermore, only refunds will be made in proportion to the sessions enjoyed.

#### **ARTICLE 9.3. CANCELLATION OF BUSINESS CLOSED ASSIGNMENT**

1. An ongoing assignment (business customer) can be cancelled in writing under the following conditions:
  - a. *in case of cancellation within 30 (thirty) days before the start date, 15% of the total project cost or the expected hours will be charged;*
  - b. *in case of cancellation within 20 (twenty) days before the start date, 25% of the total project costs or the expected hours will be charged;*
  - c. *In case of cancellation within 10 (ten) days before the start date, 35% of the total project costs or the expected hours will be charged.*

#### **ARTICLE 9.4. CANCELLATION BY PAARD VERZAMELD**

1. Paard Verzameld may cancel or reschedule a session and/or assignment at any time. In good consultation, a replacement date can also be agreed upon (if possible). In the event of cancellation or rescheduling, it may be decided to return the invoice amount to the Client or not to send an invoice.

#### **ARTICLE 10a. COLLECTIVELY ORGANISED ONLINE MASTERCLASS / WORKSHOP (ADDITIONAL)**

1. It is possible for the Client to register for an online Masterclass/workshop in the manner indicated by Paard Verzameld.
2. If separate payment is required, payment will be made according to the payment methods indicated in the ordering procedure and on the payment methods indicated by Paard Verzamel.
3. After any payment, it is not possible to cancel and therefore the full amount will be paid. The Client hereby explicitly agrees that the right of withdrawal does not apply and that early termination is also not possible.
4. Paard Verzameld may always refuse certain participants to participate for any reason. The participant in question will be notified of this, without Paard Verzameld being obliged to give a reason, after which the payment obligation lapses and all payments made (*in proportion to the services not received*) will be refunded.
5. Paard Verzameld cannot guarantee that the Masterclass / Workshop will be accessible at all times and without interruptions and/or malfunctions. Paard Verzameld is in no way liable or liable for any damage arising from or resulting from the (temporary) unavailability or (interim) cancellation of the Masterclass/Workshop.
6. The Client is responsible for the purchase and/or proper operation of the infrastructure and proper telecom facilities (including internet connection) that is necessary for the use.
7. Due to problems or errors in the software or the hosting of the website, the Client may in some cases be temporarily unable to access it.
8. Paard Verzameld may change the content in the meantime for improvement as well as the planning of parts. Client will be notified of this, without Paard Verzameld being obliged to state a reason. Paard Verzameld will always send this message to the last e-mail address that has been made known to it.

#### **Article 10b. COLLECTIVELY ORGANISED OFFLINE EVENT**

1. It is possible for the Client to register for a live event on location in the manner indicated by Paard Verzameld.
2. Payment for participation in the event is made online or by invoice, according to the payment methods indicated in the ordering procedure and on the payment methods indicated by Paard Verzameld.
3. A registration is final after payment. When paying by invoice, payment must be received before 30 days prior to the event.
4. Cancellation is possible, but depending on the time of cancellation, a graduated scale applies for refund, due to the planning and any costs that are already incurred:
  - a) *Cancellation up to 30 days before the event: 100% refund.*
  - b) *Cancellation between 29 and 14 days before the event: 50% refund.*
  - c) *Cancellation less than 14 days before the event: no refund.*
5. Paard Verzameld reserves the right to refuse participants participation, for any reason whatsoever. The participant in question will be notified of this, without Paard Verzameld being obliged to give a reason. In this case, the obligation to pay lapses and payments already paid are refunded in proportion to the services not received.

6. Paard Verzameld cannot guarantee that the event will take place at all times without interruptions or changes. If there are unforeseen circumstances that hinder the continuation of the event, Paard Verzameld will make every effort to offer a suitable alternative or to inform the Client in a timely manner.
7. The client is responsible for the necessary travel and accommodation costs associated with participation in the event.
8. Paard Verzameld reserves the right to change the content of the event in the meantime for improvement or for organisational reasons. Client will be notified of this, without Paard Verzameld being obliged to state a reason. This message is always sent to the last e-mail address that has been made known to Paard Verzameld.
9. Paard Verzameld reserves the right to make image and sound recordings of the event for promotional purposes. The Client and participants agree that their images or recordings may be used in future marketing campaigns, unless otherwise agreed in writing.
10. Paard Verzameld is not liable for damage, loss or injury resulting from participation in the event, unless there is intent or deliberate recklessness (opzet of bewuste roekeloosheid).

#### **ARTICLE 11a. COLLECTIVE – SUBSCRIPTION (ADDITIONAL)**

1. The membership fee is charged monthly in advance. Membership entitles you to access the services and benefits of the collective during the paid period.
2. Membership will automatically renew unless canceled with one (1) month's notice.
3. Canceling the membership will automatically stop future payments. A notice period of one month is used and payments already made for the current month will not be refunded.
4. The client is responsible for managing his or her own membership via the online payment system, Paard Verzameld can therefore not be held liable for the failure to cancel a membership in time.
5. In the event of cancellation during a current month, the Client will continue to have access to the collective until the end of the period already paid.
6. Paard Verzameld reserves the right to change the terms and conditions of the membership. Changes will be communicated at least 30 days in advance via email or other appropriate channel.

#### **ARTICLE 11b. COLLECTIVE – COMMUNITY PARTICIPATION (ADDITIONAL)**

1. Paard Verzameld strives for an open and inspiring environment in which everyone can grow and learn. To maintain the focus on collaboration and mutual support, it uses the following guidelines regarding promotion and sales:
2. It is not allowed to advertise your own work, workshops, services or products within Paard Verzameld or during workshops, unless explicit permission has been obtained in advance from the organisation/administrator.
3. Offering or selling your own products, workshops or other commercial activities within Paard Verzameld or during meetings is not permitted without prior permission.
4. Messages or expressions that violate this policy may be removed without further notice. In the event of repeated violations, this may lead to further measures, such as exclusion from participation.
5. By participating in the Paard Verzameld Community, you also agree to these guidelines.

#### **ARTICLE 12. EVENT ORGANISATION (ADDITIONAL)**

1. The event will be conducted in accordance with the agreed specifications, including location, date, time and content. Changes to these specifications may only take place with the written approval of the Parties.
2. The Client is responsible for the timely delivery of all necessary information, materials and/or permission required for the organisation of the event.
3. If the Client supplies or outsources certain parts, such as logistics, catering or technical support, the Client remains fully responsible for the quality and timely availability thereof.
4. The costs for the organisation of the event are laid down in a quotation and approved in writing by the Client. Additional costs arising from requests from the Client after entering into the agreement will be charged separately and confirmed in writing before they are executed.
5. Client is responsible for complying with all applicable laws and regulations regarding health and safety during the event, including but not limited to, for example, measures related to an epidemic/pandemic, fire safety, and other relevant local regulations.
6. Paard Verzameld is not responsible for providing medical services during the event, unless otherwise agreed in writing.
7. In the event of force majeure or other unforeseen circumstances that prevent the execution of the event, Paard Verzameld is not liable for damage resulting from cancellation or postponement of the event.
8. If the event cannot take place for these reasons, the parties will look for a solution in good consultation, such as moving the event to another date, or refunding payments already received, depending on the situation.
9. Paard Verzameld reserves the right to make image and sound recordings of the event for promotional purposes. The Client and participants agree that their images or recordings may be used in future marketing campaigns, unless otherwise agreed in writing.
10. If the event uses third parties for specific services (e.g. catering, security, audiovisual support), Paard Verzameld cannot be held responsible for the performance of these third parties, unless otherwise agreed in writing.

11. Paard Verzameld is not liable for damage, loss or injury resulting from participation in the event, unless there is intent or deliberate recklessness (opzet of bewuste roekeloosheid).

### ARTICLE 13. INTELLECTUAL PROPERTY

1. All intellectual property rights, including copyrights, trademarks, design rights and other property rights, relating to the ideas, concepts, promotional material, styles, designs, photography (*even if they show work by the Client*), visual material, workbooks, assignment material and other shared information, remain the exclusive property of Paard Verzameld at all times, unless otherwise stated in writing agreed.
2. Client and third parties are expressly prohibited from copying, reproducing, publishing, distributing, or in any way exploiting any ideas, concepts, styles, photographs, workbooks, commissioned materials or other materials developed by Paard Verzameld without the prior written permission of Paard Verzameld (Paard Verzameld shared ideas, concepts, styles, photographs, workbooks, commissioned material or other materials developed by Paard Verzameld in any way), commercial or otherwise.
3. The Client only obtains a non-exclusive, non-transferable and limited licence for the use of the work shared and/or delivered by Paard Verzameld for the agreed purposes.
4. If the work shared and/or delivered by Paard Verzameld makes full or partial use of licenses from third parties (e.g. (stock) photos, fonts or software), the intellectual property of these third parties will continue to apply. Any violations of these rights by Client are the responsibility of Client and Paard Verzameld is not liable for claims from third parties in connection therewith.
5. Thus, Paard Verzameld is not liable for infringements resulting from incorrect or unauthorized use of the delivered works by the Client or third parties. If Client uses copyrighted material that is licensed by third parties without the permission of the rightful owner, Client is fully liable for any resulting damage or claims.
6. In the event of infringement of the intellectual property rights of Paard Verzameld or unauthorised use of shared material, Client will owe an immediately due and payable penalty of € 5000.00 per violation, plus € 1000.00 per day that the violation continues, without further notice of default. The payment of the fine does not affect the right of Paard Verzameld to full compensation and/or other legal remedies.
7. Paard Verzameld reserves the right to use the work it has developed for its own promotional and portfolio purposes, unless otherwise agreed in writing.

### ARTICLE 14. CONFIDENTIALITY AND NON-COMPETITION

1. The Parties shall keep confidential any information, in whatever form, received from the other Party. This applies in any case to conversations, personal and company data. The same shall apply to any other information of the disclosing Party which the Receiving Party knows or may reasonably suspect to be secret or confidential, or which the Party may expect to disseminate may cause harm to the disclosing Party.
2. The parties shall take all necessary measures to ensure that the secret or confidential information is kept secret.
3. The Client undertakes to impose a written duty of confidentiality on its personnel and/or third parties involved in the execution of this agreement, to impose a written duty of confidentiality on the purport of this provision.
4. The duty of confidentiality described in this article does not apply to information that was already public before the receiving Party became aware of that information or that has become public later without this being the result of a breach of the duty of confidentiality of the other Party or that is disclosed by the Receiving Party on the basis of a legal duty
5. Paard Verzameld may use the knowledge obtained through the performance of its work for other purposes, provided that no confidential information is brought to the knowledge of third parties and provided that it cannot be traced back to individuals.
6. During the term of the agreement, as well as a period of 12 months after the end of the agreement, the Client, participant, or any other party involved in the services of Paard Verzameld undertakes not to undertake any activities that directly or indirectly compete with the activities of Paard Verzameld. This includes, but is not limited to:
  - a) *Setting up your own collective, network or organisation with similar goals;*
  - b) *Independently offering services or products that are equal to or comparable to those of Paard Verzameld.*
  - c) *Approaching clients, partners or participants of Paard Verzameld with competing intentions.*
7. The client is not permitted to use the knowledge, contacts, or networks gained during the cooperation with Paard Verzameld for personal or business purposes that compete with the services of Paard Verzameld without prior written permission.
8. In the event of a violation of this clause, Paard Verzameld owes an immediately due and payable penalty of € 7500.00 per violation, plus € 1500.00 per day that the violation continues, without further notice of default. The payment of the fine does not affect the right of Paard Verzameld to full compensation and/or other legal remedies.
9. Deviations from this article can only take place after prior written permission from Paard Verzameld.

### ARTICLE 15. COMPLAINTS

1. The Client will investigate a service provided as soon as possible for any shortcomings.
2. If a service provided does not meet what the Client could reasonably expect from the service, Paard Verzameld will be informed of this as soon as possible and no later than 7 days after the shortcoming has been established. A Consumer shall notify Paard Verzameld no later than 21 days after the deficiency has been identified.

3. The Client provides a written description of the shortcoming that is as detailed as possible, so that Paard Verzameld can respond appropriately. It is the Client's responsibility that the complaint actually reaches Paard Verzameld.
4. If a complaint concerns ongoing work, Client cannot demand that Paard Verzameld will perform other work than agreed.
5. If the Client is not satisfied with the services provided by Paard Verzameld, the Client will indicate this as soon as possible. The parties will then try to reach an informal solution.

#### **ARTICLE 16. LIABILITY AND DAMAGE**

1. Although the utmost care is taken with regard to the content of the work and/or services provided by Paard Verzameld, the absence of any errors or omissions cannot be guaranteed and Paard Verzameld will not be liable for any errors or omissions of its work and/or services. Paard Verzameld only accepts legal obligations to pay compensation insofar as this is apparent from this article.
2. A defect does not entitle the Client to suspend or set off the payment obligation with regard to work and/or services performed.
3. The total liability of Paard Verzameld due to attributable failure in the obligation to provide any performance is limited to compensation for direct damage up to a maximum of the amount paid out by its insurer in such a case. If no insurance has been taken out or if the insurer does not pay out, the total compensation for direct damage per year will never exceed an amount equal to a maximum of twice the amount of the (monthly) invoice or the price stipulated for that performance (excluding VAT).
4. A condition for the existence of any right to compensation is always that the Client reports the direct damage to Paard Verzameld in writing immediately after it has arisen.
5. Direct damage within the meaning of this article is understood to mean exclusively:
  - a. *the reasonable costs incurred by the Client to ensure that the performance of Paard Verzameld complies with the agreement concluded;*
  - b. *reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to direct damage within the meaning of this article;*
  - c. *reasonable costs incurred to prevent or limit damage, insofar as Client demonstrates that these costs have led to the limitation of direct damage within the meaning of this article.*
6. Liability of Paard Verzameld for indirect damage, including consequential damage, loss of profit, lost savings, damage due to business interruption and any damage other than that referred to in this article is excluded. The liability of Paard Verzameld for indirect damage does exist in the event of intent or deliberate recklessness (opzet of bewuste roekeloosheid) on its part or on the part of the third parties engaged by it.
7. Furthermore, Paard Verzameld is not liable for damage suffered by the Client or any third party, of whatever nature and by whatever cause, which is the result of incorrect and/or incompetent use by the Client or any third party of work and/or services delivered or performed by Paard Verzameld.
8. Paard Verzameld cannot be held liable for (disappointing) visitor numbers and/or disappointing results.
9. A series of related events causing damage shall be considered as a single event for the purposes of this article.
10. Any right to compensation for damage caused by Paard Verzameld expires in any case 12 (twelve) months after the event from which the liability arises directly or indirectly. This does not exclude the provisions of Article 6:89 of the Dutch Civil Code.
11. The Client indemnifies Paard Verzameld against all claims from others that are related to the products and/or services supplied.
12. Apart from the cases mentioned in this article, Paard Verzameld has no liability for compensation, regardless of the ground on which an action for compensation is based.

#### **ARTICLE 17. DISSOLUTION**

1. Paard Verzameld may undo the agreement with the Client if the Client does not fully or not timely comply with obligations under the agreement or if Paard Verzameld has become aware of circumstances that give it good reason to assume that the Client will not fulfil its obligations (*non-cooperation, non-delivery, repeated cancellation, etc.*).
2. Paard Verzameld may terminate the Agreement, with immediate effect, without judicial intervention, if the Client does not comply with the obligation arising from this Agreement or does not comply properly within 14 days after written reminder.
3. The parties may terminate the Agreement with immediate effect if the other party is placed in suspension of payments or has been declared bankrupt.

#### **ARTICLE 18. FORCE MAJEURE**

1. In addition to the provisions of Article 6:75 of the Dutch Civil Code, a shortcoming on the part of Paard Verzameld in the fulfilment of any obligation towards the Client cannot be attributed in the event of a circumstance independent of the control of Paard Verzameld in the event of a circumstance independent of the control of Paard Verzameld in whole or in part, as a result of which the fulfilment of its obligations towards the Client is wholly or partially prevented or as a result of which the fulfilment of its obligations cannot reasonably be expected of Paard Verzameld in the event of a circumstance independent of the control of Paard Verzameld or as a result of which the fulfilment of its obligations towards the Client

cannot reasonably be expected of Paard Verzameld in the event of a circumstance independent of the control of Paard Verzameld in whole or in part.

2. These circumstances also include non-performance by suppliers or other third parties, (stricter) government measures, war, internet failure, power failure, computer virus, strike, bad weather conditions and work stoppage.
3. If a situation as referred to above arises as a result of which Paard Verzameld is unable to fulfil its obligations towards the Client, those obligations will be suspended as long as Paard Verzameld is unable to fulfil its obligations. If the situation referred to in the previous sentence has lasted 60 (sixty) calendar days, the Parties have the right to dissolve the agreement in whole or in part in writing.
4. In the case referred to in this article, Paard Verzameld is not obliged to compensate for any damage, even if it enjoys any advantage as a result of the force majeure situation.

#### **ARTICLE 19. PERSONAL DATA**

1. Personal data will only be processed in the context of the agreed assignment.
2. The processing does not take longer or is not more extensive than necessary for the execution of the assignment given, unless Paard Verzameld is obliged to act differently on the basis of the laws or regulations. How it handles personal data for the rest can be seen in its privacy policy.

#### **ARTICLE 20. FINAL PROVISIONS**

1. The Client cannot transfer any rights from the agreement to others without the prior written consent of Paard Verzameld.
2. If one or more provisions of these General Terms and Conditions are null and void or voidable, this will not affect the other provisions. A provision that is null and void or voidable will be replaced by a provision that comes closest to what Paard Verzameld had in mind when drawing up the General Terms and Conditions on that point.
3. These general terms and conditions have been translated into English. In the event of inconsistencies or differences in interpretation between the Dutch and English versions, the Dutch version shall take precedence.

#### **ARTICLE 21. APPLICABLE LAW AND JURISDICTION**

1. These General Terms and Conditions and any underlying agreement between the Parties are governed exclusively by Dutch law.
2. The Vienna Sales Convention is expressly excluded.
3. The subdistrict court of the District Court of Noord-Holland, location Alkmaar, has exclusive jurisdiction to hear any disputes between the Parties, unless the law prescribes otherwise (for example, in the case of consumers).