

General Terms and Conditions of Sale and Delivery

Inge van Poppel Interior Architecture, located at 4827 MC Breda (Netherlands), Lange Weide 142, registered in the trade register held by the Chamber of Commerce under registration number 57666865, applies the following general terms and conditions:

Artikel 1: Definities

In these general terms and conditions, the following terms shall have the following meanings:

Inge van Poppel Interior Architecture

The entrepreneur who professionally offers services related to the design and furnishing of interior and exterior spaces such as terraces, verandas, and pool houses, as well as providing furniture, decorative elements, and other furnishing elements.

Agreement

Any contract or order confirmation (including these general terms and conditions) established between the client and Inge van Poppel Interior Architecture, any modification or supplement thereto, as well as all (legal) acts in preparation for and execution of the contract, not being an offer..

Services

All services that are the subject of an agreement between the client and Inge van Poppel Interior Architecture.

Goods

All movable property that is the subject of an agreement between the client and Inge van Poppel Interior Architecture, not being a service.

Conditions

These general terms and conditions of sale and delivery.

Client / Counterparty

The (legal) person who has entered into an agreement with Inge van Poppel Interior Architecture.

Order

Any assignment to perform work as referred to in Article 1 from the client to Inge van Poppel Interior Architecture, as well as the supply of products as referred to in Article 1 from the client to Inge van Poppel Interior Architecture.

Prices

The agreed price as stated in the order confirmation by Inge van Poppel Interior Architecture, which the client pays for the services or products of Inge van Poppel Interior Architecture.

Article 2. Applicability

- 2.1 These general terms and conditions apply to and form an integral part of every offer, quotation, and agreement related to services or products to be supplied by Inge van Poppel Interior Architecture, of whatever nature, unless expressly agreed otherwise in writing.
- 2.2 The applicability of these general terms and conditions is accepted by the client by the mere fact of concluding the agreement with Inge van Poppel Interior Architecture or the acceptance of a product from Inge van Poppel Interior Architecture.

- 2.3 These general terms and conditions also apply to agreements with Inge van Poppel Interior Architecture where third parties need to be involved for execution.
- 2.4 If, in addition to these conditions, other conditions apply, these general terms and conditions will prevail in case of conflict.
- 2.5 Deviations from these general terms and conditions can only be made if explicitly agreed upon in writing by the parties.
- 2.6 The applicability of any purchasing or other conditions of the counterparty is expressly rejected.
- 2.7 If one or more provisions in these general terms and conditions are at any time wholly or partially null and void or annulled, the remaining provisions of these general terms and conditions shall remain fully applicable. Inge van Poppel Interior Architecture and the counterparty will then consult to agree on new provisions to replace the null or annulled provisions, taking into account as much as possible the purpose and intent of the original provisions.
- 2.8 If a situation arises between the parties that is not regulated in these general terms and conditions or if there is any ambiguity about the interpretation of one or more provisions within these general terms and conditions, this situation should be assessed or interpreted in the spirit of these general terms and conditions.
- 2.9 These general terms and conditions are expressly made known to the client before the agreement is concluded and form an integral part of the general information provided by Inge van Poppel Interior Architecture. These general terms and conditions can always be viewed on the website of Inge van Poppel Interior Architecture: www.ivp-interieurarchitectuur.nl.
- 2.10 If Inge van Poppel Interior Architecture does not require strict compliance with a part of these general terms and conditions, the remaining provisions of these general terms and conditions shall remain fully applicable. In such a case, Inge van Poppel Interior Architecture does not lose the right to require strict compliance with the provisions of these general terms and conditions in other cases.
- 2.11 Inge van Poppel Interior Architecture has the right to unilaterally amend the general terms and conditions. Amendments will also apply to already concluded agreements. Inge van Poppel Interior Architecture will inform the client of the changes by email. The amendments to the general terms and conditions will take effect thirty days after the client has been informed of the changes. If the client does not agree with the announced changes, the client has the right to terminate the agreement.

Article 3. Offer/Quotation

- 3.1 All quotations made by Inge van Poppel Interior Architecture will be made in writing. The quotations made are non-binding unless expressly stated otherwise in an individually addressed written quotation or a period for acceptance is set in the quotation.
- 3.2 The quotations are based on the data provided by the client. The client must inform Inge van Poppel Interior Architecture when requesting the quotation or entering into the agreement of all facts and circumstances that may affect the execution of the agreement so that Inge van Poppel Interior Architecture can prepare an appropriate quotation.
- 3.3 All quotations made by Inge van Poppel Interior Architecture are valid for thirty (30) days after the date of the quotation, unless a different period for acceptance has been expressly and in writing stipulated. After this period, the quotations or offers expire automatically and no rights can be derived from them.
- 3.4 The quotation or offer contains a description of the offered service and/or the offered product. The description is detailed enough to allow a proper assessment of the offer.
- 3.5 The prices stated in a quotation include VAT and other government levies and exclude any costs to be incurred in connection with the agreement, including travel and accommodation, shipping and administration costs, court fees, bailiff fees, and costs for engaged experts, unless otherwise indicated.
- 3.6 Inge van Poppel Interior Architecture cannot be held to its quotations if the client can reasonably understand that the quotations, or any part thereof, contain an obvious mistake or error. Obvious mistakes or errors in the offers or quotations from Inge van Poppel Interior Architecture release her from

- the obligation to perform and/or any obligations for compensation resulting therefrom, even after the agreement has been concluded.
- 3.7 If the acceptance deviates from the offer or quotation, Inge van Poppel Interior Architecture is not bound by it. The agreement will then not be concluded in accordance with this deviating acceptance unless Inge van Poppel Interior Architecture indicates otherwise.
- 3.8 A combined price quotation does not obligate Inge van Poppel Interior Architecture to perform part of the assignment for a corresponding part of the quoted price.
- 3.9 Quotations do not automatically apply to future orders.
- 3.10 A quotation signed by the client serves as an order confirmation.
- 3.11 The order confirmation will at least include the following:
- Name, address, and identity details of the client;
 - Date of the agreement/quotation;
 - Description of the assignment;
 - Applicability of these general terms and conditions;
 - Any special conditions;
 - Terms and methods of payment;
 - The agreed price.
- 3.12 The agreement consists of these general terms and conditions as well as the signed order confirmation.
- 3.13 The agreement between the client and Inge van Poppel Interior Architecture is only concluded after written confirmation from Inge van Poppel Interior Architecture. If the accuracy of the content of this written acceptance is not disputed in writing within five (5) days, both the client and Inge van Poppel Interior Architecture are bound by the agreement. The client guarantees that he is fully authorized and able to fulfill his obligations under the agreement.
- 3.14 Agreements for which, due to their nature and scope, no order confirmation is sent (such as urgent matters), are concluded by Inge van Poppel Interior Architecture or a third party designated by her commencing execution.
- 3.15 The client is obliged to inform Inge van Poppel Interior Architecture of all facts and/or circumstances that may influence the execution of the agreement and of which he is reasonably aware or should be aware.
- 3.16 The order confirmation replaces and supersedes previous correspondence, agreements, documentation, and/or other information.
- 3.17 The client is not permitted to transfer or assign his rights and obligations under the agreement with Inge van Poppel Interior Architecture to third parties without prior written consent from Inge van Poppel Interior Architecture.

Article 4. Rates

- 4.1 All rates mentioned in the agreement are in euros and include VAT and other levies. Any additional costs such as travel and accommodation, shipping and administration costs, court fees, bailiff fees, or expert fees are not included in the rates and are for the account of the client unless otherwise agreed.
- 4.2 The agreed (partial) payments between the parties must be made by the client no later than the agreed dates. If the client fails to do so, Inge van Poppel Interior Architecture is entitled to cease all further work immediately without any liability regarding the further progress of the matter.
- 4.3 If no explicit rate has been agreed upon, the rate will be determined based on the actual hours worked and the usual hourly rates of Inge van Poppel Interior Architecture. Inge van Poppel Interior Architecture will timely notify the client of any additional costs or provide information based on which these costs can be estimated/calculated by the client.
- 4.4 If Inge van Poppel Interior Architecture agrees on a fixed package rate and/or hourly rate at the conclusion of the agreement, Inge van Poppel Interior Architecture is entitled to increase these rates, even if the rates were not provided conditionally. If Inge van Poppel Interior Architecture intends to change the package rate and/or hourly rate, it will notify the client as soon as possible. If the increase in

the package rate or hourly rate occurs within three months after the conclusion of the agreement, the client may terminate the agreement by written statement, unless:

- The increase results from an authority or an obligation on Inge van Poppel Interior Architecture under the law;
- Inge van Poppel Interior Architecture is still willing to perform the agreement based on the originally agreed rate;
- It is stipulated that the execution will take place more than three months after the conclusion of the agreement.

4.5 The client has the right to terminate the agreement if the package rate or the hourly rate is increased more than three (3) months after the conclusion of the agreement, unless it is stipulated in the agreement that the execution will take place more than three months after the conclusion of the agreement. Inge van Poppel Interior Architecture will inform the client in case of the intention to increase the package rate or the hourly rate. Inge van Poppel Interior Architecture will specify the extent and the date on which the increase will take effect.

Article 5. Execution and amendment of the agreement, delivery period

5.1 The agreement between Inge van Poppel Interior Architecture and the client is entered into for an indefinite period, unless the nature of the agreement dictates otherwise or if the parties expressly and in writing agree otherwise.

5.2 The content of the agreement regarding the provision of services always includes an obligation of effort and not an obligation of result.

5.3 The client agrees that Inge van Poppel Interior Architecture will communicate digitally with him and third parties.

5.4 If Inge van Poppel Interior Architecture requires data from the client for the execution of the agreement, the execution period will not commence until the other party has provided these accurately and completely to Inge van Poppel Interior Architecture. Any costs incurred as a result can be charged to the client.

5.5 The client is obliged to inform Inge van Poppel Interior Architecture of all facts and/or circumstances that may influence the execution of the agreement and of which he is or reasonably should be aware. If this obligation is not met, Inge van Poppel Interior Architecture has the right to suspend the execution of the agreement. The additional costs incurred due to the delay will be borne by the client.

5.6 Inge van Poppel Interior Architecture has the right to have certain tasks performed by third parties for the execution of the agreement.

5.7 Inge van Poppel Interior Architecture is entitled to execute the agreement/activities in various phases if necessary and to invoice the completed part separately. Inge van Poppel Interior Architecture will inform the client in advance about this. If the agreement is executed in phases, Inge van Poppel Interior Architecture can suspend the execution of those tasks that belong to a subsequent phase until the client has paid the invoice for the previous phase(s) and has approved the results of the preceding phase in writing.

5.8 If during the execution of the agreement it becomes apparent that it is necessary to amend or supplement the agreement, the parties will timely and in mutual consultation proceed to adjust the agreement or draw up a new agreement. This means that all tasks not explicitly mentioned in the quote/agreement are not covered by the agreement. If the nature, scope, or content of the agreement is changed, and this results in a qualitative and/or quantitative alteration of the agreement, this may have consequences for what has been agreed. The originally agreed amount may be increased or decreased. Inge van Poppel Interior Architecture will provide a price estimate in advance as much as possible. Furthermore, the originally specified execution period may change due to changes in the agreement. The client accepts the possibility of changes to the agreement, including changes in price and execution period.

- 5.9 Without being in default regarding the original agreement, Inge van Poppel Interior Architecture can refuse a request to change the agreement if this could have qualitative and/or quantitative consequences.
- 5.10 In the event of changes to the agreement, including an addition, Inge van Poppel Interior Architecture is only obliged to execute them after the client has agreed to the revised terms, including the price and execution time. Not executing or not immediately executing the amended agreement does not constitute a breach of contract by Inge van Poppel Interior Architecture and is not a ground for the client to dissolve or annul the agreement.
- 5.11 Inge van Poppel Interior Architecture will make an effort to meet deadlines. If a period is agreed upon or specified for the completion of certain tasks, this period is never a fatal deadline. If a deadline is exceeded, the client must first put Inge van Poppel Interior Architecture in default in writing. Inge van Poppel Interior Architecture must then be given a reasonable period to still fulfill the agreement.
- 5.12 Inge van Poppel Interior Architecture can only be held liable for direct damage resulting from non-compliance, to the extent that the non-compliance can be attributed to Inge van Poppel Interior Architecture, after the client has given a reasonable period for compliance and after a notice of default, and in accordance with what is stipulated in Article 10.

Article 6. Payment

- 6.1 Payment of the invoices from Inge van Poppel Interior Architecture must be made within the agreed terms, but no later than eight (8) days after the invoice date, unless otherwise specified in writing by Inge van Poppel Interior Architecture. The client is not entitled to set off any claim against Inge van Poppel Interior Architecture with the amounts charged by Inge van Poppel Interior Architecture. If the client has not fully paid by the agreed payment term, Inge van Poppel Interior Architecture is entitled to suspend the execution. Costs arising from this will be charged to the client.
- 6.2 Inge van Poppel Interior Architecture is always entitled to demand security in the form of a down payment for its claim, and this demand for security is not limited.
- 6.3 Payment is made by deposit or transfer to a bank account designated by Inge van Poppel Interior Architecture. Inge van Poppel Interior Architecture always has the right to demand security for payment or advance payment, both before and after the conclusion of the agreement, suspending the execution of the agreement until the security is provided and/or the advance payment is received by Inge van Poppel Interior Architecture. If the advance payment is refused, Inge van Poppel Interior Architecture is entitled to dissolve the agreement, and the other party is liable for the resulting damage to Inge van Poppel Interior Architecture.
- 6.4 Once the period specified in the first paragraph has been exceeded, the client is in default without further notice of default, and the client owes 2% interest per month or, if higher, the statutory interest on the full invoice amount. Inge van Poppel Interior Architecture will nevertheless send a reminder to the client, giving the client a period of fourteen (14) days to still pay the outstanding amount. After this period, interest on the payable amount will be calculated from the moment the other party is in default until the full amount owed is paid. The client is also liable for all extrajudicial collection costs. These costs amount to 15% of the principal sum with a minimum of €40.00. These are calculated according to the Decree on Compensation for Extrajudicial Collection Costs (BIK).
- 6.5 All collection costs (including the full costs of legal assistance, both in and out of court, provided by anyone) are entirely borne by the client. The extrajudicial collection costs of Inge van Poppel Interior Architecture, calculated on the amount to be collected, are set at a minimum of €40,- or at least 15% of the principal sum. These costs will be invoiced without any proof as soon as Inge van Poppel Interior Architecture has invoked legal assistance or handed over the collection claim, and are payable by the client. The above does not affect the right of Inge van Poppel Interior Architecture to charge higher costs if what is calculated based on the percentages is not cost-covering.

- 6.6 Payments made by the client serve first to reduce all due costs, then the due interest, and then the payable invoices that have been open the longest, even if the client specifies that the payment relates to a later invoice.
- 6.7 The client must carefully check invoices from Inge van Poppel Interior Architecture. Objections regarding (the amount of) the invoice must be made in writing to Inge van Poppel Interior Architecture within eight days of the invoice date. After this period, the counterparty has lost any rights regarding these objections.
- 6.8 Inge van Poppel Interior Architecture can refuse an offer of payment without thereby being in default if the client designates a different order for the allocation of the payment. Inge van Poppel Interior Architecture can refuse complete repayment of the principal sum if the accrued and ongoing interest and collection costs are not also paid.
- 6.9 If Inge van Poppel Interior Architecture and the client have agreed that (partial) payments for the services or products will be made no later than or on the agreed execution or delivery date, this payment obligation cannot be suspended by the client for any reason.
- 6.10 Inge van Poppel Interior Architecture is entitled to (if legally permitted) investigate whether the client can meet his payment obligations and whether there are circumstances relevant to a responsible conclusion of the agreement. If this provides good reason not to enter into the agreement, Inge van Poppel Interior Architecture may refuse an order or request with reasoned justification.
- 6.11 If the client has agreed a payment discount with Inge van Poppel Interior Architecture in writing, this expires if the client's payments are not received by Inge van Poppel Interior Architecture within the specified period.
- 6.12 The submission of a complaint by the client does not exempt the client from his (payment) obligations towards Inge van Poppel Interior Architecture.
- 6.13 If the client has purchased a package price for the services to be provided and the agreement is terminated prematurely, the client is obliged to pay for the work performed based on the applicable hourly rate.

Article 7. Suspension, Termination, and Interim Cancellation of the Agreement

- 7.1 Inge van Poppel Interior Architecture is entitled to suspend the performance of obligations or terminate the agreement in the following cases:
- The client fails, fails in full, or fails to meet the obligations of the agreement in a timely manner;
 - Circumstances that became known to Inge van Poppel Interior Architecture after the conclusion of the agreement give reasonable grounds to fear that the client will not fulfill the obligations;
 - The client was requested to provide security for the fulfillment of its obligations under the agreement at the conclusion of the agreement, and this security is not provided or is insufficient;
 - If the delay on the part of the client means that Inge van Poppel Interior Architecture can no longer be expected to fulfill the agreement under the original conditions;
 - If circumstances arise that are of such a nature that the performance of the agreement is impossible or if there are otherwise circumstances that are of such a nature that the unchanged continuation of the agreement cannot reasonably be expected of Inge van Poppel Interior Architecture.
- 7.2 If the agreement is terminated, Inge van Poppel Interior Architecture's claims against the client become immediately due and payable. If Inge van Poppel Interior Architecture suspends the performance of its obligations, it retains its rights arising from the law and the agreement.
- 7.3 If Inge van Poppel Interior Architecture proceeds to suspend or terminate, it is in no way obliged to compensate for damages and costs.
- 7.4 If the termination is attributable to the client, Inge van Poppel Interior Architecture is entitled to compensation for the damages, including the costs, directly and indirectly incurred.
- 7.5 The client is considered in default if it fails to fulfill or timely fulfill any obligation under the agreement, as well as if the client fails to comply with a written demand to fully comply within a specified period.

- 7.6 In the event of the client's default, Inge van Poppel Interior Architecture is entitled, without any obligation to compensate for damages, to wholly or partially terminate the agreement by written notice to the client and/or immediately demand the amount possibly owed by the client to Inge van Poppel Interior Architecture.
- 7.7 In case of breach of contract by the client, the client is obliged to pay damages or compensation to Inge van Poppel Interior Architecture.
- 7.8 In case of liquidation, (application for) suspension of payment or bankruptcy, attachment - if and insofar as the attachment has not been lifted within three months - against the client, debt restructuring, or any other circumstance that prevents the client from freely disposing of its assets, Inge van Poppel Interior Architecture is free to terminate the agreement immediately and with immediate effect or to cancel the order or agreement, without any obligation on its part to pay any damages or compensation. In this case, Inge van Poppel Interior Architecture's claims against the client are immediately due and payable.
- 7.9 If the client cancels an placed order in whole or in part, the ordered or prepared items, plus any associated costs, will be charged to the client in full.
- 7.10 A suspension, termination, or cancellation must be done in writing at all times.

Article 8. Force Majeure

- 8.1 Inge van Poppel Interior Architecture is not obliged to fulfill any obligation towards the client if it is hindered from doing so as a result of circumstances not attributable to fault and which are not under its responsibility according to the law, legal act, or prevailing views in society.
- 8.2 Force majeure includes, but is not limited to, unforeseen circumstances, also of an economic nature, which arise without fault or involvement of Inge van Poppel Interior Architecture, such as epidemics, pandemics, weather conditions, a serious disruption in the company, strikes, war, accidents, or government measures.
- 8.3 Inge van Poppel Interior Architecture is not liable if a shortcoming is the result of force majeure. During the period of force majeure, Inge van Poppel Interior Architecture may suspend the obligations arising from the agreement. If this period lasts longer than three months, each party is entitled to terminate the agreement, without obligation to pay damages to the other party.
- 8.4 If Inge van Poppel Interior Architecture has partially fulfilled its obligations at the onset of force majeure, or can only partially fulfill the obligations, it is entitled to invoice the part already delivered separately, and the client is obliged to pay this invoice as if it were a separate agreement.

Article 9. Liability

- 9.1 Inge van Poppel Interior Architecture is solely liable for direct damages suffered by the client if and to the extent that such damages are the direct result of intent or gross negligence on the part of Inge van Poppel Interior Architecture.
- 9.2 Inge van Poppel Interior Architecture is not liable for any damages, of whatever nature, arising from the fact that Inge van Poppel Interior Architecture relied on incorrect and/or incomplete information and/or data provided by or on behalf of the client.
- 9.3 The total liability of Inge van Poppel Interior Architecture will in all cases be limited to compensation for direct damages, whereby the total amount to be paid by Inge van Poppel Interior Architecture to the client for any obligations to undo and compensate for damages shall never exceed the amount of the price agreed upon for that agreement (including VAT).
- 9.4 In any case, Inge van Poppel Interior Architecture's liability is limited to the amount paid out by its insurer, if applicable.
- 9.5 Inge van Poppel Interior Architecture is never liable for indirect damages. This includes consequential damages, lost profits, missed savings, and damages due to business interruption. In the case of

- consumer purchases, this limitation does not extend beyond what is permitted under Article 7:24 paragraph 2 of the Dutch Civil Code.
- 9.6 Inge van Poppel Interior Architecture is not liable for damages if and to the extent that the client has insured against such damages or could have reasonably insured against them.
- 9.7 The limitations of liability set forth in this article do not apply if the damage is due to intent or gross negligence on the part of Inge van Poppel Interior Architecture.
- 9.8 If services or activities are performed by Inge van Poppel Interior Architecture, Inge van Poppel Interior Architecture will perform these to the best of its knowledge and ability. Inge van Poppel Interior Architecture has an obligation of best efforts in this regard.
- 9.9 The client indemnifies Inge van Poppel Interior Architecture against any claims by third parties who suffer damage in connection with the execution of the agreement and for which the cause is attributable to parties other than Inge van Poppel Interior Architecture. If Inge van Poppel Interior Architecture is held liable by third parties for any reason, the client is obliged to assist Inge van Poppel Interior Architecture both extrajudicially and judicially. All costs and damages on the part of Inge van Poppel Interior Architecture and third parties are further borne by and at the risk of the client.
- 9.10 Inge van Poppel Interior Architecture is in no way liable for activities carried out by third parties on behalf of or by companies affiliated with it.
- 9.11 Inge van Poppel Interior Architecture cannot be held liable for any damages resulting from the actions of a third party engaged by the client who is not involved in the quotation/agreement between the parties.
- 9.12 Damage claims must be reported to Inge van Poppel Interior Architecture in writing within three months of the occurrence of the damage, failing which they will be forfeited.
- 9.13 The execution of the assignments given to Inge van Poppel Interior Architecture is carried out exclusively for the benefit of the client. Third parties cannot derive any rights from the content of the work carried out for the client. If and to the extent that the client enters into a legal relationship with a third party, which in any way has any connection with the accepted quotation or these general terms and conditions, this is entirely at the expense and risk of the client. Inge van Poppel Interior Architecture is under no circumstances a party to this legal relationship, and the client must inform the third party accordingly.
- 9.14 When Inge van Poppel Interior Architecture engages third parties or uses equipment, software, data files, registers, or other items, Inge van Poppel Interior Architecture will exercise due care. However, Inge van Poppel Interior Architecture is not liable for any deficiencies of these third parties or for the improper functioning of the equipment, software, data files, registers, or other items used by Inge van Poppel Interior Architecture.
- 9.15 Liability for damages resulting from data loss, security breaches, temporary or permanent unavailability of the (possible) digital access of the client to file folders, or other incidents caused by the use of digital assets is entirely excluded, except to the extent that the damage is caused by intent or gross negligence.
- 9.16 Liability for verbal, non-written advice is entirely excluded.
- 9.17 Any liability of employees, directors, and other persons (legal or natural) involved on behalf of Inge van Poppel Interior Architecture in the execution of the assignment is excluded, except to the extent that the damage is caused by intent or gross negligence. The client shall indemnify said third parties against any claims by Inge van Poppel Interior Architecture, except in the event that the damage is caused by intent or gross negligence. This is a third-party clause, which said persons can invoke at any time.
- 9.18 For all claims against Inge van Poppel Interior Architecture and third parties (if any) engaged by Inge van Poppel Interior Architecture, a limitation period of one year applies, deviating from the statutory limitation periods.
- 9.19 The provisions of Articles 7:404, 7:407 paragraph 2, and 7:409 of the Dutch Civil Code are explicitly excluded.

Article 10. Confidentiality and Personal Data Protection (GDPR)

- 10.1 Inge van Poppel Interior Architecture is obliged to maintain confidentiality of all information and data of the client towards third parties, to the extent that such information is not publicly available without the involvement of Inge van Poppel Interior Architecture.
- 10.2 If Inge van Poppel Interior Architecture is required by law or a judicial decision to provide confidential information to third parties, and Inge van Poppel Interior Architecture cannot invoke a statutory or recognized or authorized right to non-disclosure, then Inge van Poppel Interior Architecture is not obliged to pay damages or compensation. The client is also not entitled to terminate the agreement based on any damages incurred as a result.
- 10.3 The client undertakes towards Inge van Poppel Interior Architecture to maintain strict confidentiality of all information known to them or to be acquired, whether or not in the context of the execution of the agreement, concerning the business(es) of Inge van Poppel Interior Architecture, and to treat such information as strictly confidential, unless such information is of public knowledge or if disclosure is required by law or by stock exchange or other regulations.
- 10.4 The client is obliged to impose the same obligation on employees and third parties engaged by them in the execution of the agreement as stated in the second paragraph of this article.
- 10.5 In the context of executing the client's order(s), Inge van Poppel Interior Architecture processes personal data of the client. In accordance with applicable laws and regulations, including the GDPR, Inge van Poppel Interior Architecture may be required to verify the identity of the client and verify it in certain cases. By placing the order, the client is deemed to have consented to the provisions of this article. The client acknowledges and accepts that the management of the client's digital access to files and other documents and the storage of digital files by Inge van Poppel Interior Architecture in general are outsourced to selected processors, who will store the files in data centers in the EU or in other countries, provided that an equivalent level of security as in the EU is guaranteed. These processors ensure the security of personal data in compliance with appropriate technical and organizational security measures.
- 10.6 In the context of the agreement, Inge van Poppel Interior Architecture may process personal data as defined in the General Data Protection Regulation ("GDPR") of (employees and/or customers of) the client. This personal data will be processed in accordance with applicable laws and regulations, including the GDPR.
- 10.7 If the client can pay electronically, Inge van Poppel Interior Architecture will take appropriate security measures for this purpose.
- 10.8 In the event of a security breach and/or a data breach within the meaning of Article 33 of the GDPR, Inge van Poppel Interior Architecture will inform the data controller or the client thereof without undue delay.
- 10.9 Regarding Inge van Poppel Interior Architecture's liability for damages resulting from a attributable failure to comply with processing, the provisions of these general terms and conditions apply accordingly.
- 10.10 Regarding the processing of personal data and all matters relating to the GDPR, the provisions included in these general terms and conditions apply.

Article 11. Intellectual Property

- 11.1 All letters, texts, photos, drawings, sketches, diagrams, knowledge, etc., including software, created and used by Inge van Poppel Interior Architecture, remain the intellectual and/or physical property of Inge van Poppel Interior Architecture, even if they are provided to the client, and may therefore not be used for any purpose other than the execution of the agreement between Inge van Poppel Interior Architecture and the client without prior written consent from Inge van Poppel Interior Architecture. The provisions of this article constitute a reservation of rights within the meaning of Article 15 paragraph 1 of the Dutch Copyright Act. Nothing in these General Terms and Conditions implies a transfer of intellectual property rights.

- 11.2 The client may not infringe upon the intellectual property rights (including but not limited to, trademarks, trade names, logos, images, texts, or copyrights) of Inge van Poppel Interior Architecture or its affiliated companies. The client undertakes not to do anything that could harm, impair, or otherwise disadvantage Inge van Poppel Interior Architecture in that regard.
- 11.3 Inge van Poppel Interior Architecture reserves all other rights and powers granted to it under intellectual property laws and regulations. Inge van Poppel Interior Architecture has the right to use the knowledge gained from the performance of an agreement for other purposes, provided that strictly confidential information of the client is not disclosed to third parties.
- 11.4 Any use or reuse of copyrighted material from Inge van Poppel Interior Architecture is not permitted unless Inge van Poppel Interior Architecture has expressly granted prior permission. The lack of written permission shall constitute conclusive evidence that the required permission has not been given.

Article 12. Disputes and Applicable Law

- 12.1 If there is any ambiguity regarding the interpretation of one or more provisions of these general terms and conditions, the interpretation of such provision(s) shall be made 'in the spirit' of these general terms and conditions.
- 12.2 Dutch law applies to any agreement concluded with Inge van Poppel Interior Architecture, even if the performance of an obligation takes place entirely or partly abroad or if the party involved in the legal relationship has its place of business there. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
- 12.3 All disputes arising from or in connection with the agreement or these general terms and conditions will be exclusively settled by the competent court in the district where Inge van Poppel Interior Architecture was established at the time of concluding this agreement, unless mandatory law prescribes otherwise.
- 12.4 Unless expressly agreed otherwise in writing, all claims arising from these general terms and conditions shall expire one year after the execution date.
- 12.5 The Dutch text of the general terms and conditions shall always prevail in the event of interpretation.

Article 13. Complaints Procedure

- 13.1 If the client has a complaint about the services provided, the client can submit a complaint to Inge van Poppel Interior Architecture by email. The client must submit a complaint within two (2) months after becoming aware of the existence of the complaint. Inge van Poppel Interior Architecture will handle all complaints confidentially.
- 13.2 If the client has not fulfilled or only partially fulfilled their payment obligation, the complaint of the client will not be processed. After receiving the outstanding payment, the complaint will be processed.
- 13.3 Inge van Poppel Interior Architecture will endeavor to handle the complaint within fifteen (15) working days.