

Terms and Conditions Stars of the Net

article 1. General

1. These terms and conditions apply to every offer, quotation and agreement between Stars of the Net B.V. hereinafter referred to as: "User", and a Client to which the User has declared these terms and conditions applicable, insofar as the parties have not expressly deviated from these terms and conditions in writing.
2. The present terms and conditions also apply to agreements with the User, for the implementation of which the User must involve third parties.
3. These general terms and conditions have also been written for the employees of the User and its management.
4. The applicability of any purchase or other conditions of the Client is expressly rejected.
5. If at any time one or more provisions in these general terms and conditions are wholly or partially invalid or should be annulled, the other provisions of these general terms and conditions will remain fully applicable. The User and the Client will then enter into consultation in order to agree on new provisions to replace the void or voided provisions, taking into account as much as possible the purpose and intent of the original provisions.
6. If there is a lack of clarity regarding the interpretation of one or more provisions of these general terms and conditions, the explanation must be given 'in the spirit' of these provisions.
7. If a situation arises between the parties that is not regulated in these general terms and conditions, this situation must be assessed in the spirit of these general terms and conditions.
8. If the User does not always demand strict compliance with these terms and conditions, this does not mean that the provisions thereof do not apply, or that the User would to any extent lose the right to demand strict compliance with the provisions of these terms and conditions in other cases.

article 2. Quotations and offers

1. All quotations and offers from the User are without obligation, unless a term for acceptance has been set in the quotation. If no acceptance period has been set, no rights can be derived in any way from the quotation or offer if the product to which the quotation or offer relates is no longer available in the meantime.
2. The User cannot be held to his quotations or offers if the Client can reasonably understand that the quotations or offers, or a part thereof, contain an obvious mistake or error.
3. The prices stated in a quotation or offer are excluding VAT and other government levies, any costs to be incurred in the context of the agreement, including travel and accommodation, shipping and administration costs, unless indicated otherwise.
4. If the acceptance (whether or not on minor points) deviates from the offer included in the quotation or offer, the User is not bound by it. The agreement will then not be concluded in accordance with this deviating acceptance, unless the User indicates otherwise.

5. A composed quotation does not oblige the User to perform part of the assignment for a corresponding part of the stated price. Offers or quotations do not automatically apply to future orders.

Article 3. Conclusion of an agreement

1. An agreement between the User and the Client is concluded after the User has accepted an order in writing, or the Client has signed an order confirmation drawn up by the User and returned it or has given its approval by email. An invoice sent by the User for the services stated in the order is equivalent to an acceptance. The order confirmation is deemed to represent the agreement correctly and completely; the date of confirmation is therefore decisive.

2. If the User sends a quotation to the Client and the Client fails to sign it and/or return it to the User, while that service has already commenced and/or the Client pays the User with regard to the services referred to in the relevant quotation, it is deemed that an agreement has been concluded between the parties, in accordance with the quotation sent but not returned/signed.

3. If an agreement has been concluded between the Client and the User, the User nevertheless retains the right to refuse certain assignments given by the Client on the basis of this agreement. This refusal can in any case be based on:

- a. The content, nature, purport or form of an assignment;
- b. Technical objections;
- c. Reasons of principle;
- d. Contrary to laws or regulations and/or the interests of the User.

If part of an assignment is refused on the basis of the foregoing, the User will compensate the Client for the value of that part of the agreement.

4. For agreements for which, due to the nature and scope, no quotation or order confirmation is sent, the invoice is deemed to represent the agreement correctly and completely, unless a complaint is submitted by the Client with sufficient supporting evidence and within 5 (five) working days.

5. Additions to and changes to the agreement are only valid after written agreement between the parties.

Article 4. Contract duration, implementation times, transfer of risk, implementation, amendment of the agreement and price increase

1. If no duration has been agreed and the parties have entered into an agreement relating to the periodic or otherwise regular provision of services (continuation agreement), the agreement is entered into for a period of 1 (one) year, with a notice period of 2 (two) months and is extended each time for the same period, unless the agreement is terminated in writing by one of the parties at least 2 (two) months before the expiry of the contract term.

2. If a term has been agreed or specified for the performance of certain activities or for the delivery of certain items, this is never a strict deadline. If a term is exceeded, the Client must therefore give User written notice of default. User must be offered a reasonable term to still implement the agreement.

3. The User will perform the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship. All this on the basis of the state of science known at that time.
4. The agreement concluded between the User and the Client has the character of a best efforts obligation, unless and insofar as the User has expressly promised a result in the written agreement and the relevant result has also been described with sufficient precision in the agreement.
5. User has the right to have certain activities performed by third parties. The applicability of article 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code is expressly excluded.
6. If the User or third parties engaged by the User in the context of the assignment perform work at the location of the Client or a location designated by the Client, the Client will provide the facilities reasonably desired by those employees free of charge.
7. Delivery takes place ex works of the User. The Client is obliged to take delivery of the goods the moment they are made available to him. If the Client refuses to take delivery or is negligent in providing information or instructions that are necessary for the delivery, the User is entitled to store the goods at the expense and risk of the Client. The risk of loss, damage or depreciation is transferred to the Client at the moment when goods are available to the Client.
8. User is entitled to execute the agreement in different phases and to invoice the part thus executed separately.
9. If the agreement is executed in phases, the User can suspend the execution of those parts that belong to a following phase until the Client has approved the results of the preceding phase in writing.
10. The Client shall ensure that all data, which the User indicates are necessary or which the Client should reasonably understand to be necessary for the execution of the agreement, are provided to the User in a timely manner. If the information that is required for the execution of the agreement has not been provided to the User in time, the User has the right to suspend the execution of the agreement and/or to charge the additional costs resulting from the delay to the Client according to the then usual rates. The execution period does not start until after the Client has made the data available to the User. The User is not liable for damage, of whatever nature, because the User presumed on incorrect and/or incomplete information provided by the Client.
11. If the agreement is changed, including an addition, the User is entitled to implement it only after approval has been given by the authorized person within the User and the Client has agreed to the price and other conditions stated for the implementation. Including the time to be determined at which time it will be implemented. It not or not immediately executing the amended agreement does not constitute default on the part of the User and is not a ground for the Client to terminate or cancel the agreement.
12. Without being in default, the User can refuse a request to amend the agreement, if this could have qualitative and/or quantitative consequences, for example for the work to be performed or goods to be delivered in that context.
13. If the Client should be in default in the proper fulfillment of what he is obliged to towards the User, then the Client is liable for all damage on the part of the User as a result, directly or indirectly.
14. If the User agrees a fixed fee or fixed price with the Client, the User is nevertheless entitled at all times to increase this fee or price without the Client being entitled to dissolve the agreement for that

reason, if the increase in the price results from a power or obligation under the law or regulations or is caused by an increase in the price of raw materials, wages, etc. or on other grounds that were not reasonably foreseeable when the agreement was entered into.

15. If the Client has a periodic payment obligation, the User is entitled to adjust the applicable prices and rates by means of a written notification within a period of at least 3 (three) months.

16. If the price increase, other than as a result of an amendment to the agreement, exceeds 10% and takes place within three months after the conclusion of the agreement, then only the Client who is entitled to invoke Title 5 Section 3 of Book 6 of the Dutch Civil Code entitled to dissolve the agreement by means of a written statement, unless User

- is then still prepared to perform the agreement on the basis of what was originally agreed;

- if the price increase results from a power or an obligation resting on the User under the law;

- if it has been stipulated that the delivery will take place more than three months after the conclusion of the agreement;

- or, in the case of delivery of an item, if it has been stipulated that the delivery will take place more than three months after the purchase.

17. If, on the basis of an amendment to the agreement as a result of additional requests or wishes from the Client, the User must perform additional work (contract extras), these activities will be charged to the Client on a subsequent costing basis on the basis of the rates customary at that time, unless expressly agreed otherwise in writing.

18. The Client accepts that additional work may affect the agreed or expected time of completion of the service and the mutual responsibilities of the Client and User. The fact that (the demand for) additional work arises during the execution of the agreement is never a ground for the Client to dissolve or terminate the agreement.

Article 5. Suspension, dissolution and early termination of the agreement

1. User is authorized to suspend the fulfillment of the obligations or to dissolve the agreement without notice of default and without judicial intervention by written notification with immediate effect wholly or partially terminate, if the Client does not fulfill the obligations under the agreement, not fully or not on time. If the Client was requested to provide certainty when the agreement was concluded, circumstances that have come to the attention of the Client, there are repeated payment problems on the part of the Client, for the fulfillment of its obligations under the agreement and this security is not provided or is insufficient or if due to the delay on the part of the Client it can no longer be expected of the User that he will fulfill the agreement under the originally agreed conditions.

2. Furthermore, the User is authorized to dissolve the agreement if circumstances arise of such a nature that fulfillment of the agreement is impossible or if other circumstances arise that are of such a nature that the unaltered maintenance of the agreement cannot reasonably be expected of the User.

3. If the agreement is dissolved, the User's claims against the Client are immediately due and payable. If the User suspends the fulfillment of the obligations, he retains his rights under the law and the agreement.

4. If the User proceeds to suspension or dissolution, he is in no way obliged to compensate damage and costs incurred in any way.
5. Due to this termination, the User will never be obliged to make any refund of funds already received.
6. Amounts that the User has invoiced before the dissolution in connection with what the User has already properly performed or delivered for the execution of the agreement, will remain due in full with due observance of the provisions of the previous sentence and will become immediately due and payable at the time of the dissolution.
7. If the dissolution is attributable to the Client, the User is entitled to compensation for the damage, including the costs, incurred directly and indirectly as a result.
8. If the Client fails to fulfill its obligations arising from the agreement and this non-compliance justifies dissolution, the User is entitled to dissolve the agreement immediately and with immediate effect without any obligation on its part to pay any compensation or indemnification, while the Client, due to breach of contract, is obliged to pay compensation or indemnification.
9. If the agreement is terminated prematurely by the User, the User will, in consultation with the Client, arrange for the transfer of work still to be performed to third parties. This unless the termination is attributable to the Client. If the transfer of the work entails additional costs for the User, these will be charged to the Client. The Client is obliged to pay these costs within the specified term, unless the User indicates otherwise.
10. In the event of liquidation, (application for) suspension of payments or bankruptcy, attachment at the expense of the Client, debt restructuring or any other circumstance as a result of which the Client can no longer freely dispose of its assets, the User is free to immediately and with immediate effect, or to cancel the order or agreement, without any obligation on its part to pay any compensation or compensation. In that case, the User's claims against the Client are immediately due and payable.
11. If the Client cancels an order placed in whole or in part, the work that was performed and the items ordered or prepared for that purpose, plus any delivery, removal and delivery costs thereof and the working time reserved for the execution of the agreement, will be charged in full to the Client.

article 6. Force majeure

1. The User is not obliged to fulfill any obligation towards the Client if he is prevented from doing so as a result of a circumstance that is not due to fault, and is not for his account under the law, a legal act or generally accepted standards coming.
2. Force majeure in these general terms and conditions is understood to mean, in addition to what is understood in the law and jurisprudence, all external causes, foreseen or unforeseen, on which the User cannot exercise any influence, but as a result of which the User is unable to fulfill its obligations to come. Strikes in the company of the User or of third parties included. The User also has the right to invoke force majeure if the circumstance that prevents (further) fulfillment of the agreement occurs after User should have fulfilled his obligation.
3. User can suspend the obligations under the agreement during the period that the force majeure continues. If this period lasts longer than 2 (two) months, each of the parties is entitled to dissolve the agreement, without any obligation to pay compensation to the other party.

4. As much as the User has already partially fulfilled his obligations under the agreement at the time of the occurrence of force majeure or will be able to fulfill them, and the part fulfilled or to be fulfilled has independent value, the User is entitled to invoice the already fulfilled or to be fulfilled part separately. The Client is obliged to pay this invoice as if it were a separate agreement.

Article 7. Payment and collection costs

1. Payment must always be made within 14 days of the invoice date, in a manner to be indicated by the User in the currency in which the invoice is made, unless otherwise indicated in writing by the User. User is entitled to invoice periodically.

2. If the Client fails to pay an invoice on time, the Client is legally in default. At that time, the user is entitled to charge the Client an amount of € 45 (forty-five euros) in administration costs, without prejudice to any further collection costs. In addition, the Client then owes an interest of 1% per month, unless the statutory interest is higher, in which case the statutory interest is due. The interest on the amount due and payable will be calculated from the moment that the Client is in default until the moment of payment of the full amount owed.

3. User is entitled to have the payments made by the Client go firstly to reduce the costs, then to reduce the interest still due and finally to reduce the principal sum and current interest. User can, without being in default, refuse an offer of payment, if the Client indicates a different sequence for the allocation of the payment. User can refuse full repayment of the principal sum, if the accrued interest and current interest and collection costs are not also paid.

4. The Client is never entitled to set off the amount owed by him to the User. Objections to the amount of an invoice do not suspend the payment obligation. The Client who cannot invoke Section 6.5.3 (Articles 231 to 247, Book 6 of the Dutch Civil Code) is also not entitled to suspend payment of an invoice for any other reason.

5. If the Client is in default or in default in the (timely) fulfillment of its obligations, all reasonable costs incurred in obtaining payment out of court will be borne by the Client. The extrajudicial costs are calculated on the basis of what is customary in Dutch debt collection practice. However, if the User has incurred higher costs for collection that were reasonably necessary, the costs actually incurred will be eligible for reimbursement. Any judicial and enforcement costs incurred will also be recovered from the Client. The Client also owes interest on the collection costs owed.

Article 8. Retention of title

1. The items delivered by the User under the agreement remain the property of the User until the Client has properly fulfilled all obligations under the agreement(s) concluded with the User.

2. Items delivered by the User, which are subject to retention of title pursuant to paragraph 1, may not be resold and may never be used as a means of payment. The Client is not authorized to pledge or in any other way encumber that which falls under the retention of title.

3. The Client must always do everything that can reasonably be expected of him to safeguard the property rights of the User. If third parties seize the goods delivered under retention of title or wish to establish or enforce rights thereon, the Client is obliged to immediately inform the User thereof. Furthermore, the Client undertakes to insure and keep insured the goods delivered subject to retention of title against fire, explosion and water damage as well as against theft and to make the policy of this insurance available to the User for inspection on first request. In the event of a payment of the insurance, the User is entitled to these tokens. Insofar as necessary, the Client undertakes in

advance towards the User to cooperate with everything that may (prove) be necessary or desirable in that context.

4. In the event that the User wishes to exercise its property rights referred to in this article, the Client gives unconditional and irrevocable permission in advance to the User and third parties to be designated by the User to enter all those places where the User's properties are located and return them.

Article 9. Warranties, research and complaints, limitation period

1. The items to be delivered by the User meet the usual requirements and standards that can reasonably be set at the time of delivery and for which they are intended under normal use in the Netherlands. The warranty referred to in this article applies to items intended for use within the Netherlands. When used outside the Netherlands, the Client must verify whether its use is suitable and whether it meets the conditions set for it. In that case, the user can set other warranty and other conditions with regard to the goods to be delivered or work to be performed.

2. The warranty referred to in paragraph 1 of this article applies for a period of 1 year after delivery, unless the nature of the delivered goods dictates otherwise or the parties have agreed otherwise. If the warranty provided by the User concerns an item that was produced by a third party, the warranty is limited to that provided by the producer of the item, unless stated otherwise.

3. Any form of warranty lapses if a defect has arisen as a result of or arises from injudicious or improper use thereof or use after the best-before date, incorrect storage or maintenance thereof by the Client and/or by third parties when, without written permission from The User, the Client or third parties have made or attempted to make changes to the item, other items have been attached to it that should not be attached to it or if these have been processed or revised in a manner other than the prescribed one. The Client is also not entitled to a warranty if the defect is caused by or is the result of circumstances beyond the User's control, including weather conditions (such as, for example, but not exclusively, extreme rainfall or temperatures) et cetera.

4. The Client is obliged to inspect the delivered goods (or have them examined), immediately at the moment that the goods are made available to him, or the relevant work has been carried out. In doing so, the Client should investigate whether the quality and/or quantity of the delivered goods corresponds to what has been agreed and meets the requirements that the parties have agreed in this regard. Any visible defects must be reported to the User in writing within seven days of delivery. Any non-visible defects must be reported to the User in writing immediately, but in any case, no later than fourteen days after discovery. The report must contain an as detailed description as possible of the defect, so that the User is able to respond adequately. The Client must give the User the opportunity to investigate a complaint or have it investigated.

5. If the Client makes a timely complaint, this does not suspend its payment obligation. In that case, the Client also remains obliged to purchase and pay for the otherwise ordered goods and what he has instructed the User to do.

6. If a defect is reported later, the Client is no longer entitled to repair, replacement or compensation.

7. If it is established that a good is defective and a complaint has been made in good time, the User will return the defective good within a reasonable term after receipt thereof or, if return is not reasonably possible, written notification with regard to the defect by the Client, at the option of User, replace or arrange for its repair or pay replacement compensation for it to the Client. In the

event of replacement, the Client is obliged to return the replaced item to the User and to transfer ownership thereof to the User, unless the User indicates otherwise.

8. If it is established that a complaint is unfounded, the costs incurred as a result, including the investigation costs incurred by the User as a result, will be borne in full by the Client.

9. After expiry of the warranty period, all costs for repair or replacement, including administration, shipping and call-out costs will be charged to the Client.

10. Contrary to the statutory limitation periods, the limitation period for all claims and defences against the User and third parties involved by the User in the execution of an agreement is 1 (one) year.

Article 10. Liability

1. If the User should be liable, this liability is limited to what is arranged in this provision.

2. The User is not liable for damage, of whatever nature, caused by the fact that the User relied on incorrect and/or incomplete information provided by or on behalf of the Client.

3. If the User should be liable for any damage, the User's liability is limited to the invoice value of the order, at least to that part of the order to which the liability relates.

4. The liability of the User is in any case always limited to the amount paid out by his insurer, where appropriate.

5. User is only liable for direct damage.

6. Direct damage is exclusively understood to mean the reasonable costs for determining the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions, any reasonable costs incurred to have the defective performance of the User comply with the agreement, insofar as these can be attributed to the User and reasonable costs, made to prevent or limit damage, insofar as the Client demonstrates that these costs have led to the limitation of direct damage as referred to in these general terms and conditions. The User is never liable for indirect damage, including consequential damage, loss of profit, missed savings and damage due to business interruption.

Article 11. Indemnification

1. The Client indemnifies the User against any claims from third parties, which in connection with suffer damage during the execution of the agreement and the cause of which is attributable to others than the User. If the User should be addressed by third parties for this reason, the Client is obliged to assist the User both in and out of court and to immediately do everything that may be expected of him in that case. If the Client fails to take adequate measures, the User is entitled to do so himself, without notice of default. All costs and damage on the part of the User and third parties arising as a result will be entirely at the expense and risk of the Client.

article 12. Intellectual property

1. User reserves the rights and powers that accrue to him under the Copyright Act and other intellectual laws and regulations. The User has the right to use the knowledge gained by the execution of an agreement for other purposes, insofar as no strictly confidential information of the Client is disclosed to third parties.

Article 13. Applicable law and disputes

1. All legal relationships to which the User is a part of are exclusively governed by Dutch law, even if an agreement is wholly or partially performed abroad or is involved in the legal relationship that is domiciled there. The applicability of the Vienna Sales Convention is excluded.
2. The court in the User's place of business has exclusive jurisdiction to hear disputes, unless the law prescribes otherwise. Nevertheless, the User has the right to submit the dispute to the competent court according to the law.
3. The parties will only appeal to the courts after they have made every effort to settle a dispute in mutual consultation.