

VormVrij® | 3D



General terms and conditions

2021

1. Definitions

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| Vormvrij 3D: | Vormvrij 3D, established in 's-Hertogenbosch, chamber of commerce no. 60349794; |
| Assignment: | the work defined in the Agreement; |
| Client: | the (legal) person and contractual other party to the Agreement on whose instructions the work is performed; |
| Agreement: | the agreement concluded between Vormvrij 3D and the Client with regard to the work to be performed by Vormvrij 3D for the Client; |
| Delivery period: | the period in which the obligations included in the Agreement must be performed; |
| Distance selling: | an agreement whereby sole or joint use is made of one or more means of distance communication for the sale of a product. |
| Consumer purchase: | the purchase of a product between the seller acting in the performance of a profession/company and a buyer, a natural person, not acting in the performance of a profession/company. |
| Right of withdrawal: | the possibility to withdraw from the distance-selling contract within the statutory cooling-off period. |
| Web shop: | the web shop www.vormvrij.nl/webshop |

Where these general terms and conditions refer to 'written' or 'in writing', this includes e-mail communication.

2. Applicability

- 2.1. These General Terms and Conditions apply to all purchases made through the Web shop, all offers, other quotations and Agreements of Vormvrij 3D and other legal relations pursuant to which Vormvrij 3D supplies goods and/or services to the Client and consequently constitute part thereof. The Parties may deviate (partially) from these General Terms and Conditions by agreement.
- 2.2. The applicability of any general terms and conditions (of purchase) used by the Client, however titled, is hereby explicitly rejected and declared inapplicable.
- 2.3. Any deviations from and additions to these General Terms and Conditions shall only be binding if agreed in writing between the parties and shall only apply to the Agreement for which they are made.
- 2.4. If any provision in these General Terms and Conditions is inconsistent with any provision in the Agreement, quotation or other offer, the provision contained in the Agreement, quotation or other offer shall apply to the extent of the inconsistency.
- 2.5. If a provision of the Agreement and/or these general terms and conditions is annulled or is otherwise not applicable, the other provisions of the Agreement and/or these general terms and conditions shall apply in full.
- 2.6. The Dutch-language version of these general terms and conditions shall prevail over the version in any other language.

3. Quotations & other offers

- 3.1. A quotation and/or any other offer made by Vormvrij 3D shall be free of obligation, unless expressly stated otherwise.
- 3.2. Obvious mistakes, errors or apparent faults in a quotation and/or any other offer shall not bind Vormvrij 3D.
- 3.3. A quotation and/or any other offer does not automatically apply to future orders.

4. Conclusion and amendment of the Agreement

- 4.1. The Agreement is concluded by the written acceptance by the Client of a quotation or offer or by the completion of a purchase through the Web shop.
- 4.2. Any changes to the Agreement, in whole or in part, or cancellation of the Agreement can only be made after prior written consent by Vormvrij 3D.

5. Execution of the Order

- 5.1. By accepting the Assignment, Vormvrij 3D shall have an obligation to perform to the best of its ability with regard to the fulfilment of the obligations ensuing from the Agreement. Vormvrij 3D shall execute the Agreement to the best of its knowledge and ability and in accordance with the requirements of a competent professional.

5.2. Vormvrij 3D shall perform the work under the Agreement at its own discretion and shall also be entitled to have certain work performed by a third party engaged by Vormvrij 3D.

Provision of information by the Client

- 5.3. The Client shall be obliged to provide Vormvrij 3D with all information which the Client may reasonably understand to be necessary for the execution of the Agreement, or which Vormvrij 3D indicates in writing to be necessary for the execution of the Agreement, in the desired form, in the desired manner and in good time.
- 5.4. If the Client fails to fulfil the obligations set out in the third paragraph of this Article, Vormvrij 3D shall have the right to suspend the execution of the Agreement until the Client has fulfilled the obligations set out in the third paragraph of this Article in full. In that case, Vormvrij 3D shall also have the right to charge the Client for the costs arising from the delay in accordance with the usual rates at that time.
- 5.5. The estimated term in which the activities under the Agreement are to be performed, as included in the quotation or any other offer, shall be extended automatically by the duration of the period during which the Client fails to fulfil his obligations by virtue of the obligations referred to in the third paragraph of this Article. The aforementioned period shall start at the moment the Agreement is concluded and shall continue until Vormvrij 3D has received all the information necessary for the execution of the Agreement from the Client.
- 5.6. The Client bears the risk of any damage resulting from information not received from

the Client, or not received correctly, on time or in full.

Location, facilities and safety

- 5.7. If the work is performed at a location of the Client and/or in the Client's possession/or designated by the Client in any other way, the Client shall provide a workplace suitable for the execution of the Agreement, which shall meet the statutory standards and applicable regulations with regard to working conditions. As far as this can reasonably be demanded from the Client, the Client shall also ensure the free provision of the (other) facilities that Vormvrij 3D deems necessary or useful to be able to execute the activities under the Agreement and that meet all the (legal) requirements to be set in this respect.
- 5.8. If work is performed at a location of the Client/or in the possession of the Client/or as designated by the Client/or in any other way at the disposal of the Client, the Client guarantees the safety of Vormvrij 3D and that of the third parties engaged under the execution of the Agreement.
- 5.9. If the fulfilment of any obligation under the Agreement would require Vormvrij 3D and any third parties involved in the execution of the Agreement by Vormvrij 3D to work at a location where their safety could reasonably be assessed to be at risk, Vormvrij 3D shall not be held to fulfil any obligation under the Agreement. At its own discretion, Vormvrij 3D may in that case suspend the fulfilment of the Agreement until the moment when the safety is no longer at stake or dissolve the Agreement. In both cases, Vormvrij 3D shall be entitled to full damages, including both direct and indirect damages.

Delivery times

- 5.10. The following delivery times apply:
- up to 10 (ten) weeks for a printer
 - up to 6 (six) weeks for an extruder system
 - a maximum of 15 (fifteen) working days for parts.

6. Transport and risk

- 6.1. Unless otherwise agreed in writing, deliveries by Vormvrij 3D shall be made in accordance with the DAT (Delivered at Place Unloaded [formerly: Delivery at Terminal]) Incoterm applicable at the time of the conclusion of the Agreement. This means that Vormvrij 3D shall organise the transport of the goods to the agreed place at its own expense and risk, except for duties, taxes and other official levies due at the time of import and the costs of the possible customs formalities to be fulfilled.
- 6.2. If the risk of transport is borne by Vormvrij 3D, or if, for any reason, an appeal to paragraph 3 of this Article should fail, Vormvrij 3D shall not be liable to pay any compensation other than the amount paid by the transporter or the insurance company to Vormvrij 3D with regard to the loss of or damage to the goods concerned during transport. If necessary, Vormvrij 3D shall, if so requested by the Client, assign to the Client Vormvrij 3D's claim against the transporter or the insurance company.
- 6.3. If, contrary to the provisions of paragraph 1 of this article, the transport of Goods is explicitly at the expense and risk of the Client, the Client must take out adequate insurance to cover the transport risk. Also in those cases when the

carrier demands that bills of lading, transport addresses, etc. contain the clause that all transport damage is for the account and at the risk of the consignor, the risk of transport in this case is for the account and at the risk of the Client.

7. Right of withdrawal

- 7.1. The Client is authorised to cancel the distance purchase by registered letter before the end of the statutory cooling-off period of fourteen days. However, this only applies in the case of a Consumer Purchase. The statutory cooling-off period commences on the day that the Client has received all products.

8. Complaints/claims and investigations

- 8.1. Any complaints about delivered goods or services rendered and/or objections to invoices shall be submitted to Vormvrij 3D in writing.
- 8.2. The Client can no longer appeal to a failure in the performance of the Agreement in respect of Vormvrij 3D if the Client fails to submit a complaint in writing about such a failure in the goods delivered by Vormvrij 3D or the work performed by Vormvrij 3D by no later than 14 (fourteen) days (in case the Client is acting in the performance of a profession or business) or 2 (two) months (in case the Client is not acting in the performance of a profession or business) after he has discovered or could reasonably have discovered the failure.
- 8.3. As a result of a complaint as referred to in

paragraph 1 of this Article, the Client shall give Vormvrij 3D the opportunity to check and/or repair the work done and/or the goods supplied. The Client shall provide to Vormvrij 3D full cooperation with respect to this and allow Vormvrij 3D to make use of the available aids and devices free of charge. If the Client does not offer this possibility, every claim of the Client on any (damage) compensation, repair or replacement shall be cancelled.

- 8.4. A complaint as referred to in paragraph 1 of this article shall not release the Client from its obligations under the Agreement.
- 8.5. If the Client does not notify Vormvrij 3D in writing within 14 (fourteen) days (in case the Client is acting in the performance of a profession or business) or 2 (two) months (in case the Client is not acting in the performance of a profession or business) after the date of the invoice about his complaint regarding the invoice and/or errors in the invoice, the Client can no longer appeal to Vormvrij 3D regarding this fault or error and the Client shall pay the invoice in full to Vormvrij 3D.
- 8.6. If the complaint is found to be valid by Vormvrij 3D or a dispute resolution body (court, arbitrator, etc.), Vormvrij 3D shall only be obliged to repair, replace or credit the faulty goods. This is at the discretion of Vormvrij 3D, without the Client being able to claim any compensation whatsoever.

9. Force majeure

- 9.1. In these General Terms and Conditions, force majeure means: those circumstances which

Vormvrij 3D could not have anticipated to occur and/or of which Vormvrij 3D cannot or did not have any control. These circumstances include, but are not limited to: acts of war, fire, the loss of materials to be processed, strikes or work stoppages, unforeseen shortages of raw materials and import or trade restrictions. They shall also include interruption in the business operations at suppliers or other third parties on which Vormvrij 3D depends for the performance of the Agreement if and insofar as these circumstances make the performance of the Agreement impossible or unreasonably difficult.

- 9.2. If Vormvrij 3D is prevented from executing the Agreement as a result of force majeure, Vormvrij 3D shall reserve the right to extend the Delivery Time by the duration of the force majeure and the duration of the period that may be required to start up.
- 9.3. If performance of the Agreement by Vormvrij 3D is permanently impossible due to force majeure or lasts longer than three months, both parties shall be authorised to dissolve the Agreement without any obligation to pay damages.

10. Prices and rates

- 10.1. If Vormvrij 3D performs services for the Client, the price to be paid shall be determined on the basis of subsequent calculation pursuant to the rates provided in the Agreement, as well as certain other costs and amounts which Vormvrij 3D owes to third parties with regard to the execution of the Agreement. Vormvrij 3D reserves the right to change the rates and the amount of other costs annually.

- 10.2. If Vormvrij 3D delivers a good or goods to the Client, a fixed price shall be agreed. This fixed price applies as the price for the execution of the work under the Agreement. Any expenses not specified in the Agreement that Vormvrij 3D has to incur in executing the Agreement shall be borne by the Client. This explicitly includes the costs of transporting the goods (see Article 6.1 of these General Terms and Conditions).
- 10.3. If the Client receives a quotation and/or any other offer from Vormvrij3D, the quotation and/or any other offer includes the exact costs for transportation. If the Client orders a product through the Web shop, the Client has the following options regarding the costs for transportation: (1) the Client pays the transport costs estimated on the Web shop or (2) the Client requests the exact transport costs from Vormvrij 3D. Vormvrij 3D shall subsequently send the exact transport costs in a separate offer to the Client.
- 10.4. All prices and rates stated by Vormvrij 3D are, if and insofar not agreed otherwise, expressed in euros and are exclusive of VAT and any other statutory levies and surcharges. All prices are exclusive of travel and accommodation costs, transport costs, research costs and the costs of calling in an expert, unless explicitly stated otherwise.
- 10.5. Vormvrij 3D shall have the right to pass on to the Client price increases that occur after the Agreement has been concluded, yet before Vormvrij 3D has been able to fully fulfil its obligations under the Agreement. This shall also include price increases as a result of statutory levies and/or surcharges. The Client

shall be entitled to dissolve the Agreement within 14 (fourteen) days after notification of the price increase, except in those cases in which the price increase is the result of (an increase in) statutory rates, excise duties, taxes and/or other government levies.

- 10.6. If the Agreement provides that Vormvrij 3D shall keep a limit amount at the request of the Client and an increase of the limit amount is necessary with respect to the (full) execution of the activities by virtue of the Agreement, Vormvrij 3D shall be entitled to suspend the execution of the activities until the Client has agreed in writing to the increase of the limit, or further agreements have been made regarding the (financial) conditions for the execution of the activities yet to be performed by virtue of the Agreement.

11. Invoicing and Payment

Prepayment & security

- 11.1. Vormvrij 3D shall be entitled to demand a down payment from the Client of 60% of the price stated in the quotation or any other offer, prior to executing the Order. Vormvrij 3D shall send the Client an invoice for this down payment. If the Client fails to comply with such a request by Vormvrij 3D, Vormvrij 3D shall have the right, at its own discretion and where reasonable, to either suspend the fulfilment of its obligations under the Agreement wholly or in part until its request has been granted, or to dissolve the Agreement.

Invoicing and due date

- 11.2. Unless otherwise agreed in writing, payment of invoices is made within 14 (fourteen) days after the date of the invoice. Payment shall be

made in the manner indicated by Vormvrij 3D in the invoice, in the currency stated on the invoice and to the account number stated by Vormvrij 3D.

- 11.3. The period of 14 (fourteen) days is a strict deadline. In the event of late payment, the Client shall therefore be in default without notice of default being required and the full claim for payment shall be immediately due and payable.
- 11.4. The claim for full payment shall also be immediately due and payable if
- the Client has been granted bankruptcy, a request to that end has been submitted, the Client has applied for a suspension of payments or the Client loses control of its assets in any other way; or
 - if the Client's assets or claims are seized or at risk of being seized; or
 - if the Client as a legal entity is dissolved or liquidated.

Statutory interest

- 11.5. If a payment has become due and payable, the Client shall owe Vormvrij 3D statutory interest as from that moment.

Extrajudicial costs

- 11.6. If payment has not been made within the period specified in the first paragraph of this article, the Client shall be obliged to pay the costs incurred in obtaining satisfaction out of court and the costs of any necessary legal proceedings. If and insofar as the Client is not acting in the performance of a profession or business, the applicable statutory regulations shall be followed. If the Client acts in the performance of a profession or business, then

the Client shall reimburse Vormvrij 3D for the actual costs incurred. The Client shall also owe statutory interest on the due collection costs.

Allocation of amounts paid

- 11.7. Payments made by the Client shall always first serve to settle all interest and costs due and secondly to settle due and payable invoices which have been outstanding the longest, irrespective of any mention of the Client at the time of payment.
- 11.8. If the Client is acting in the performance of a profession or business, the Client shall not be allowed to offset any claim for payment to Vormvrij 3D against any claim against Vormvrij 3D.

12. Guarantee

- 12.1. The specific guarantee provided by Vormvrij 3D on the delivered goods is included in the manual of the good concerned purchased by the Client. The Client shall receive the manual together with the delivery of the delivered good.

13. Retention of title

- 13.1. All delivered goods are subject to retention of title. Retention of title is a suspensive condition. Due to the retention of title, the title to all delivered items by Vormvrij 3D shall be vested in Vormvrij 3D until the Client has fulfilled all his obligations in respect of Vormvrij 3D. The retention of title shall moreover include new goods made from the goods delivered by Vormvrij 3D. The (payment) obligations of the Client furthermore includes all claims on account of failure to fulfil the obligations on account of

the Agreement, including, inter alia: claims for damages, including damage resulting from any loss of resale, claims for compensation of extrajudicial and judicial costs, contractual and statutory interest, fines and penalties.

- 13.2. If the suspensive condition as referred to in paragraph 1 has not taken effect and consequently the delivered goods are still subject to retention of title, the Client shall not have the authority in accordance with Book 3, Section 83 paragraph 2 of the Dutch Civil Code to alienate, encumber or transfer the de facto control of the goods delivered by Vormvrij 3D subject to retention of title to one or more parties or to enter into a legal transaction that would oblige the Client to transfer the de facto control of these goods entirely or partially to one or more parties.
- 13.3. After invoking the retention of title, Vormvrij 3D shall be entitled to take back the delivered goods. The Client shall enable Vormvrij 3D to enter the place where the goods are located and shall grant all necessary cooperation so that Vormvrij 3D can obtain or acquire the possession of the goods.
- 13.4. If Vormvrij 3D has invoked its retention of title, the Client shall be obliged to reimburse all costs reasonably incurred by Vormvrij 3D in order to retrieve the delivered goods. The Client shall reimburse these costs within 5 (five) days after Vormvrij 3D has so requested in writing and on the basis of an invoice. If and insofar as the Client, as a result of the dissolution by Vormvrij 3D by appealing to the retention of title, can claim reversal of the part already paid by him, Vormvrij 3D shall be entitled to offset the costs referred to in this paragraph against the Client's performance of

(in part).

14. Intellectual property

- 14.1. Vormvrij 3D shall retain all intellectual property rights, including, but not limited to, copyrights, trademark rights and industrial rights, on its offers, designs, images, advice, production and delivery methods, sample material, calculations, etc., unless explicitly agreed otherwise in writing. Unless explicitly and unambiguously permitted by Vormvrij 3D or by law, no information or data resulting from the aforementioned rights may be used, made public, copied or provided to third parties in any way.
- 14.2. The Client shall not be allowed to remove or change any indication regarding copyrights, brands, trade names or other intellectual or industrial property rights of Vormvrij 3D or its suppliers from goods and/or from material of the goods.
- 14.3. If the Client acts contrary to the provisions in the first and second subsections of this Article, the Client shall owe Vormvrij 3D a penalty of EUR 25,000 (twenty-five thousand euros) for each violation, such without prejudice to Vormvrij 3D's right to compensation pursuant to the law.
- 14.4. Without prejudice to the Client's liability in respect of Vormvrij 3D on account of damage caused by any act or omission contrary to the provisions in the first and second paragraphs of this article, the Client is obliged to stipulate from the person who, temporarily or otherwise is engaged in the performance of the obligations incumbent on him by virtue of the Agreement, with regard to the rights and

obligations as stipulated in article paragraphs 1 and 2 of this article, that this person shall accept the obligations referred to in this article as his own and shall (repeatedly) impose them on third parties by way of a perpetual clause.

- 14.5. If the Client resells the goods delivered by Vormvrij 3D to a third party, the Client shall impose the stipulations of this Article on the new acquirer. If any obligation under this stipulation is not fulfilled, the Client shall owe Vormvrij 3D a penalty of EUR 25,000 (twenty-five thousand euros) for each violation, such without prejudice to Vormvrij 3D's right to compensation pursuant to the law.

15. Termination

- 15.1. Both parties may terminate the Agreement at any time prematurely with 15 (fifteen) days' notice in writing, unless the parties have agreed otherwise.
- 15.2. If the Client terminates the Agreement prematurely, Vormvrij 3D shall be entitled to a compensation due to the loss of occupancy arisen and which can be reasonably attributed to Vormvrij 3D, unless the termination is based on facts and circumstances which can reasonably be attributed to Vormvrij 3D. This compensation shall in any case consist of the costs incurred by Vormvrij 3D up to the moment of termination by the Client. The provisional results of the work performed up to that point shall be provided to the Client after the compensation has been paid.
- 15.3. If one of the parties is declared bankrupt, applies for a moratorium or ceases operations, the other party has the right to terminate the Agreement prematurely without observing a

notice period.

- 15.4. In the event of premature termination by Vormvrij 3D, it shall be obliged to use its best efforts to transfer the work yet to be performed.

16. Suspension and dissolution of the Agreement

- 16.1. If the Client fails to fulfil his obligations under the Agreement and/or these General Terms and Conditions or fails to do so properly or in time, Vormvrij 3D shall have the right to suspend or dissolve the Agreement partially or entirely. Such a dissolution shall take place through a written notification to that effect. Except if a period for performance has been agreed, the Client shall first be declared in default in writing, stating reasons, and be given a period for performance before dissolution of the Agreement by Vormvrij 3D.
- 16.2. Without prejudice to the provisions in the first paragraph and the other provisions in these General Terms and Conditions, Vormvrij 3D shall have the right to dissolve the Agreement partially or entirely through a written notification to that effect, without a notice of default or judicial intervention being required, if, upon conclusion of the Agreement, the Client was asked to furnish security for the fulfilment of the obligations vested in him on the basis of the Agreement and/or the Client was asked to make an advance payment and the Client fails to furnish any security or the security furnished is, in the opinion of Vormvrij 3D, insufficient and/or Vormvrij 3D has not received a (sufficient) advance payment from the Client.
- 16.3. Vormvrij 3D shall furthermore be authorised

to dissolve the Agreement if circumstances arise that are such that performance of the Agreement is impossible and/or if circumstances arise that are such that Vormvrij 3D cannot reasonably be required to maintain the Agreement unaltered.

16.4. Without prejudice to the provisions in this Article and the other provisions in these General Terms and Conditions, Vormvrij 3D shall have the right to dissolve the Agreement entirely or partially through a written notification to that effect, without any notice of default or legal intervention being required, if:

- the Client loses or is at risk of losing the (free) disposal of its entire capital or a substantial part thereof;
- a the Client has been granted a suspension of payment;
- to a the Client's bankruptcy;
- the Debt Rescheduling Act for Natural Persons has been declared applicable to the Client or the Client has been placed under guardianship;
- the Client does not (or no longer) have a legally required licence or does not (or no longer) meet the legal or socially applicable requirements applicable to the Client;
- the Client is seized and this seizure is not lifted within 1 (one) month;
- the Client sells, terminates or dissolves his company in whole or in part.

16.5. Without prejudice to the provisions of the first paragraph, as well as the other provisions of these general terms and conditions, the Client

will be entitled to dissolve the Agreement in whole or in part through a written notification to that effect, without a notice of default or judicial intervention being required, if:

- Vormvrij 3D loses or is at risk of losing control of all or a substantial part of its assets;
- Vormvrij 3D has been granted a suspension of payment;
- Vormvrij 3D has been declared bankrupt;
- Vormvrij 3D terminates or dissolves all or part of its activities and as a result can no longer fulfil its obligations in respect of the Client.

16.6. The Client shall be obliged to compensate Vormvrij 3D in full for any damage suffered by Vormvrij 3D and shall suffer as a result of the dissolution. In this paragraph, damage shall be understood to mean both direct and indirect damage.

16.7. If Vormvrij 3D proceeds with suspension or dissolution, Vormvrij 3D shall not be liable in respect of the Client to pay any damages or costs that this may cause in any way.

16.8. If the Assignment is dissolved by Vormvrij 3D pursuant to this Article, all payments due by the Client to Vormvrij 3D shall become immediately due and payable in full as a result of such dissolution.

17. Liability and indemnification if the Client acts in the performance of a profession or business

Liability

17.1. Vormvrij 3D shall not be liable for any direct or indirect damage, including consequential damage, caused by goods supplied, advice

given, designs provided and other information provided by Vormvrij 3D, or any damage caused due to the fact that the delivered goods or services are faulty, unless the damage is the result of intent or gross negligence on the part of Vormvrij 3D.

- 17.2. In addition to the provisions in the first paragraph, Vormvrij 3D shall not be liable for any damage to the Client or a third party caused by the use and/or processing of the goods/services supplied, advice given/designs provided and damage or loss of goods supplied, which are processed or treated using goods used by the Client, unless this damage is the result of an intentional act or omission or wilful recklessness on the part of Vormvrij 3D.
- 17.3. In addition, Vormvrij 3D shall not accept liability for any damage caused to the Client and and/or a third party as a result of the use, processing, damage or loss of goods/services provided by it or advice/designs provided by Vormvrij 3D and for which no consideration is received.
- 17.4. Vormvrij 3D shall not accept any liability either for damage caused by the fact that the goods/services supplied are not applied in accordance with the applicable (statutory) regulations and/or European standards. Prior to the conclusion of the Agreement, the Client must check whether the goods/services comply with the applicable (legal) regulations and can be applied in the appropriate manner.
- 17.5. Only in case Vormvrij 3D has imputably failed to fulfil its obligations under the Agreement and/or these General Terms and Conditions, shall Vormvrij 3D be liable for compensation of the direct damage caused, which could have

been anticipated.

- 17.6. The liability of Vormvrij 3D shall in all cases be explicitly limited to a maximum of the total amount paid by the Client to Vormvrij 3D under the Agreement, i.e. the liability of Vormvrij 3D shall be limited to the amount paid out in that case under the liability insurance taken out by Vormvrij 3D. Vormvrij 3D's liability shall therefore not extend to any further damage, including but not limited to trading loss, loss of profits and damage resulting from third-party claims.

Indemnities

- 17.7. The client indemnifies Vormvrij 3D against any third-party claim for compensation of damage, suffered by such third party or claimed to be suffering (partly) as a result of the use or application of goods and/or services provided by or on behalf of Vormvrij 3D.
- 17.8. The Client shall indemnify Vormvrij 3D against all third-party claims with respect to the execution of the Agreement by Vormvrij 3D. The indemnification furthermore covers all damage and costs incurred by Vormvrij 3D with respect to such a claim.
- 17.9. The Client indemnifies Vormvrij 3D against any third-party claims regarding (damage as a result of) the use of drawings, calculations, materials, samples, models and other supplied information by or on behalf of the Client.

18. Liability and indemnity if the Client does not act in the performance of a profession or business

- 18.1. In the event that Vormvrij 3D is liable for any

damage, this liability shall at all times be limited to the amount paid out by its liability insurer. Vormvrij 3D shall be adequately insured for any claims that could reasonably be anticipated.

19. Statute of limitations/forfeiture

19.1. Any legal claims in respect of Vormvrij 3D, including claims for damages, shall become prescribed and/or expire after 1 (one) year from the moment the claim in question has become payable.

20. Disputes and applicable law

20.1. The Agreement and these general terms and conditions are governed by Dutch law.

20.2. In case any versions of these General Terms and Conditions in a language other than Dutch are available, the Dutch text shall prevail.

20.3. Any disputes arising from the Agreement and/or these General Terms and Conditions shall be submitted exclusively to the competent court in 's-Hertogenbosch.

In case you encounter problems which are not described in this document please contact VormVrij® I 3D
Email: info@VormVrij®.nl Phone: office 0031(0)48532459