

# VormVrij® | 3D



## TERMS AND CONDITIONS

2020

# Terms and conditions of VormVrij® 3D

## 1. Definitions

- VormVrij® 3D :** VormVrij® 3D, established in 's-Hertogenbosch, commercial register 60.349.794
- Assignment :** the work as defined in the Agreement;
- Client :** the (legal) person and contractual party of the Contract in whose order the work is carried out.
- Agreement :** the agreement between VormVrij® 3D and the Client is closed in relation to the work to be carried out by VormVrij® 3D for the client.
- Delivery time :** period during which the obligations contained in the Agreement shall be carried out.
- Webshop :** the Web shop  
[www.Lutum.VormVrij.nl/?page\\_id=733](http://www.Lutum.VormVrij.nl/?page_id=733)

When spoken about “written” in these terms and conditions this also includes “by email”.

## 2. Applicability

- 2.1. These general conditions apply to all purchases made through the Webshop, quotes, other offers and Agreements of VormVrij® 3D and other legal relationships in which VormVrij® 3D provides goods and/or services to the Client and are therefor part of it. Parties may by agreement (in part) vary of these general terms and conditions.
- 2.2. The applicability of the client's General (purchasing) conditions, by whatever name, is expressly rejected and inapplicable.
- 2.3. Deviations from, and additions to, these terms and conditions are only binding after they have been agreed to between the parties in writing and are only related to the Contract to which they are made.

2.4. If any provision of these terms and conditions is contrary to any provision of the Agreement, quotation or other offers, then the included provision in the Agreement, quotation or other offer is applicable concerning the contradiction.

2.5. If any provision of the Agreement and/or these general terms and conditions is destroyed or otherwise not applicable, then the remaining provisions of the agreement and/or these terms and conditions will continue to apply.

2.6. The Dutch language version of these terms and conditions has precedence over the version drawn up in another language.

## 3. Quotations & other offers

- 3.1. A quote and/or any other offer of VormVrij® 3D is non-binding, unless explicitly indicated otherwise.
- 3.2. Obvious mistakes, typographical errors or obvious errors in a quote and/or any other offer do not bind VormVrij® 3D.
- 3.3. Unless another period is specified in the quote and/or any other offer, a quotation is valid for 30 (thirty) days, after which the offer expires.
- 3.4. A quote and/or any other offer does not automatically apply to future orders.

## 4. Establishment and amendment of the Agreement

- 4.1. The Agreement is established by the written acceptance of a quotation or offer by the Client or by the finalization of a purchase via the Webshop.
- 4.2. Amendment to the Agreement, in whole or in part, or cancellation of the Agreement is only possible after prior written consent of VormVrij® 3D.

## 5. Performance of the Assignment

5.1. Accepting the Assignment obligates VormVrij® 3D to execute the obligations arising from the Agreement. VormVrij® 3D will perform the Agreement to the best insight and capacity and in accordance with the requirements of good workmanship.

5.2. VormVrij® 3D shall carry out the activities under the Agreement, in its sole discretion, and is also entitled to have certain work done by a, by him designated, third.

#### *Providing data by Client*

5.3. Client is obliged to provide VormVrij® 3D with all the information which the client can reasonably understand to be necessary for the performance of the Agreement, or which VormVrij® 3D indicates in writing to be necessary for the execution of the Agreement, in the by VormVrij® 3D requested shape, the required manner and timely available to VormVrij® 3D.

5.4. When Client fails to comply with the obligations mentioned in paragraph 3 of this article VormVrij® 3D has the right to suspend the execution of the Agreement until the time that the Client fully fulfilled the obligations mentioned in paragraph 3 of this article. VormVrij® 3D shall in that case have the right to charge the costs resulting from the delay to the Client according to the then-usual rates.

5.5. The estimated period during which the activities are carried out, included in the quote or any other offer pursuant to the Agreement, is automatically extended for the duration of the period in which Client remains in default to fulfil obligations pursuant to paragraph 3 of this article. The aforementioned period starts at the time of the conclusion of the Agreement and continues until VormVrij® 3D has received all data necessary from the Client for the implementation of the Agreement.

5.6. The Client shall bear the risk of any damage due to incorrect, untimely or incomplete information received from the Client.

#### *Location, facilities and safety*

5.7. When the performance of the work shall be carried out on a location of the Client and/or in the possession of the Client and/or appointed by the Client and/or in any other way made available by Client, Client shall provide a suitable place for the implementation of the Agreement, which must meet the statutory standards

and applicable regulations regarding working conditions. As far as can be reasonably demanded of the Client, the Client must also provide (other) facilities which VormVrij® 3D considers necessary or useful to the operations under the Agreement and that meet all (legal) requirements, free of charge.

5.8. If work is carried out on a location of the Client and/or in the possession of the Client and/or appointed by the Client and/or in any other way made available by Client, Client guarantees the safety of VormVrij® 3D and any by VormVrij® 3D involved third parties in regard to the implementation of the Agreement.

5.9. When fulfilment of any obligation under the Agreement would entail VormVrij® 3D and any third parties who are involved by VormVrij® 3D in the implementation of the Agreement, to work at a location of which can be reasonably determined that their safety is in question, VormVrij® 3D is not obliged to fulfilment of any obligation under the Agreement. VormVrij® 3D is in that case free to suspend the performance of the Agreement until the security no longer is in question or VormVrij® 3D can terminate the Agreement. In both cases VormVrij® 3D has the right to full damages compensation, including both direct and indirect damage.

#### *Delivery times*

5.10. The following delivery times are applicable:

- ☐ up to 10 (ten) weeks for a printer
- ☐ up to 6 (six) weeks for an extruder system
- ☐ up to 15 (fifteen) working days for parts.

## **6. Transport and risk**

6.1. Unless otherwise agreed in writing, deliveries made by VormVrij® 3D are according to the at the time of the conclusion of the Agreement applicable INCOTERM DDU (Delivery Duty Unpaid). This means that VormVrij® 3D transports the goods for its account and risk to the agreed place, with the exception of import duties, taxes and other official charges payable and the cost of any customs formalities to be fulfilled.

6.2. If the risk of the transport falls on account of VormVrij® 3D, or if, for any reason, relying on paragraph 3

of this article, was not allowed to succeed, VormVrij® 3D is not obliged to further compensation than the amount reimbursed by the carrier or insurer to VormVrij® 3D in connection with the loss of or damage to the goods during transport. If necessary and if the Client so requests, VormVrij® 3D can assign the claim of VormVrij® 3D on the carrier or the insurance company to the Client.

6.3. If the transport of Business, by way of deviation from paragraph 1 of this article, shall be made expressly for the account and risk of Client the Client will need proper insurance against the transport risk. Also in those cases where the carrier claims on transport addresses, bills of freight, etc. that a clause herein diverts all transport damage to the account and risk of the sender, the risk of transport is in this case for the account and risk of the Client.

## **7. Complaints/advertising and research**

7.1. Complaints about delivered goods or services rendered and/or objections to invoices must be submitted in writing to VormVrij® 3D.

7.2. The client may no longer appeal to VormVrij® 3D regarding a shortcoming in the fulfilment of the Agreement, when Client fails to file a complaint in writing about such a lack of the goods supplied by VormVrij® 3D or work done by VormVrij® 3D at least 14 (fourteen) days (in case the Client acts in the exercise of a profession or business) or 2 (two) months (in case the Client does not act in the exercise of a profession or business) after he discovered or reasonably had been able to discover the defect.

7.3. Client must give VormVrij® 3D, following a complaint as referred to in paragraph 1 of this article, the opportunity to check and or restore the work performed and/or delivered goods. Client provides full cooperation to VormVrij® 3D and the use of existing tools free of charge. If the Client does not offer this possibility, any claim by the Client on any (damage-) fee, repair or replacement becomes void.

7.4. A complaint as referred to in paragraph 1 of this article does not relieve Client from its obligations under the Agreement.

7.5. If the Client does not file a written complaint to VormVrij® 3D within 14 (fourteen) days (in case the Client acts in the exercise of a profession or business) or 2 (two) months (in case the Client does not act in the exercise of a profession or business) after the date of the invoice, regarding the invoice and/or inaccuracies in the invoice, the Client can no longer appeal to VormVrij® 3D regarding this lack or said incorrectness and Client must pay the complete invoice to VormVrij® 3D.

7.6. If the complaint is found to be just by VormVrij® 3D or mediator (judge, arbiter etc.), he is only obliged to repair the unsound business, or replace, or credit. At the choice of VormVrij® 3D, without the Client having any right to additional compensation whatsoever.

## **8. Force majeure**

8.1. Force majeure in these terms and conditions shall mean: those conditions which VormVrij® 3D did not need to expect that would occur and/or which VormVrij® 3D cannot or could not have influence over. These circumstances include, but are not limited to: molest, fire, loss of materials, strikes or work stoppages, unforeseen raw material scarcity and import or trade restrictions. It is also including stagnation at suppliers or other third parties who VormVrij® 3D depend on for the implementation of the Agreement to the extent that these circumstances make fulfilment of the obligations unreasonably difficult or impossible.

8.2. If VormVrij® 3D will be prevented to implement the Agreement as a result of force majeure, VormVrij® 3D retains the right to extend the delivery time by the duration of the force majeure and the duration of the period that may be needed to boot.

8.3. If fulfilment of the Agreement by VormVrij® 3D becomes permanently impossible or lasts longer than three months due to force majeure, both parties are entitled to dissolve the Agreement without any obligation to pay any compensation.

## **9. Prices and tariffs**

9.1. If VormVrij® 3D renders services to Client the price to be paid shall be determined on the basis of

recalculation of the rates determined in the Agreement, as well as certain other costs and amounts that VormVrij® 3D is owed to third parties in connection to the performance of the Agreement. VormVrij® 3D reserves the right to change the rates and the height of other costs annually.

9.2. If VormVrij® 3D provides any good or goods to the Client a fixed price will be agreed. This fixed price applies as the price for the implementation of the operations under the Agreement. The expenses that are not included in the Agreement but which VormVrij® 3D needs to make for the implementation of the Agreement, shall be borne by the Client. With these extra expenses is expressly understood the costs of transporting the goods (see article 6.1 of these general terms and conditions).

9.3. If Client receives a quote and/or any other offer from VormVrij® 3D the exact cost for transport are included and in the invoice at the latest. If the client orders a good via the Webshop, Client has the following choices in respect to the cost of transport: (1) the buyer pays the estimated costs for transport on the Webshop or (2) the buyer asks VormVrij® 3D for the exact transportation. VormVrij® 3D will then send the exact cost for transport in a separate quotation to the Client.

9.4. All prices and rates specified by VormVrij® 3D are, if and in so far as not otherwise agreed, expressed in euros and are exclusive of VAT and any other statutory levies and charges. All prices are excluding travel and accomodation costs, transport costs, research costs and costs of enabling an expert, unless explicitly stated otherwise.

9.5. VormVrij® 3D is entitled to pass price increases which occur after the Agreement has been concluded, but before VormVrij® 3D was able to fully comply to its obligations under the Agreement, to the client. This includes price increases as a result of legal fees and/or charges. Client is entitled within 14 (fourteen) days after notification of the price increase to dissolve the Agreement, except in those cases where the price increase is due to (increase of) legal rates, excise, taxes and/or other charges by the Government.

9.6. When it is included in the contract that VormVrij® 3D at the request of Client keeps a limit amount and an increase in the limit amount is necessary in connection with the (full) implementation of operations under the Agreement, VormVrij® 3D is entitled to suspend the execution of the work until Client

has agreed in writing with the increase of the limit or further agreements are made about the (financial) conditions for the implementation of the still to be performed operations under the Agreement.

## 10. Invoicing and payment

### *Payment & Security*

10.1. VormVrij® 3D is entitled to require from the Client, prior to the execution of the Agreement, a deposit of 60% of the price mentioned in the quotation or any other offer. For this deposit VormVrij® 3D will send an invoice to the Client. If the Client fails to comply with such a request from VormVrij® 3D, VormVrij® 3D is entitled at its option and to a reasonable extent to suspend in whole or in part compliance with its obligations under the Agreement until her request has been granted, or to dissolve the Agreement.

### *Invoicing and claimability*

10.2. Payment of invoices shall, unless otherwise agreed in writing, be made within 14 (fourteen) days after the date of the invoice. Payment must be made in the manner indicated by VormVrij® 3D in the invoice, in the currency indicated on the invoice and on the by VormVrij® 3D specified account number.

10.3. The period of 14 (fourteen) days is a deadline. In the event of overdue payment, the customer is in default without notice of default and therefore also the full claim for payment is immediately due and payable.

10.4. The claim for full payment is also due immediately if:

- bankruptcy is granted to the Client, submitted such a request, the Client requested a suspension of payment or Client loses power over his capital in any other way; or
- If the property or accounts receivable of the Client will or is likely to be confiscated; or
- If the Client as a legal person is dissolved or liquidated.

### *Statutory interest*

10.5. When a payment fell due, the Client is from then on due legal interest to VormVrij® 3D.

#### *Extrajudicial costs*

10.6. When the payment has not been made within the time limit referred to in paragraph 1 of this article, the Client is liable to reimbursement of the costs incurred in obtaining satisfaction out of court and the costs in any necessary legal proceedings. If and to the extent that Client is not acting in the exercise of a profession or business the applicable legal regulations are followed. Client acts in the exercise of a profession or business than the Client shall reimburse the actual costs to VormVrij® 3D. Client is also owing statutory interest over the due collection fees.

#### *Allocation amounts paid*

10.7. The payments made by the Client will in the first place cover all interest and costs and in the second place of payable invoices which have been outstanding the longest, regardless of any mention of the Client upon payment.

10.8. If the Client acts in the exercise of a profession or business the Client is not allowed to settle a claim for payment to VormVrij® 3D with any claim on VormVrij® 3D.

## **11. Warrenty**

11.1. The specific guarantee VormVrij® 3D provides on the delivered goods is included in the manual of the relevant good that Client buys. Client receives the manual together with the delivery of the delivered good.

11.2 In general guarantee is only given on Electronics, moving parts such as bearing, rails, pulleys and wiring.

11.3 guarantee on material fatigue of aluminum parts only when used within the scope of the product.

11.4 guarantee is given for a period of 1 Year from time of shipment.

11.5 No warrenty is given when damage, problems or issues occur on wood panels, PVC parts, oxidized or blocked air valves, seals, electrical overload, bend or broken augers, or damage from misuse or uses outside the scope of the intended use of the machine.

11.6 Replacement parts will be send to Client by VormVrij 3D® to be replaced on site by Client with the applicable repair manual accompanying the part. If this is not possible Client can send the appropriate machine parts to VormVrij 3D® to be serviced or repaired. Shipping cost to VormVrij 3D® are payed by client. Return shipment cost from VormVrij 3D® to Client are assessed from case to case. In case the goods fall under guarantee, returns shipments to client are handled by VormVrij 3D®

## **12. Retention of title**

12.1. All delivered goods are supplied subject to retention of title. The retention of title holds a suspensive condition. By the retention of title all delivered goods remain property of VormVrij® 3D until client fully fulfills all its obligations to VormVrij® 3D. The retention of title also includes new business coming out of the goods supplied by VormVrij® 3D. Under the (payment) obligations of the Client shall also be understood all claims because of the shortcomings in the fulfilment of the obligations under the Agreement, including, inter alia: claims for damages including damages resulting from any resale loss, claim compensation for extrajudicial and judicial costs, contractual and statutory interest, fines and periodic penalty payments.

12.2. When the suspensive condition referred to in paragraph 1 has not been entered and therefore a retention of title still applies to the delivered goods, Client in accordance with article 3:83, paragraph 2 of the Dutch civil code does not have the power to alienate the goods subject to retention of title supplied by VormVrij® 3D, nor to encumber, to transfer the actual power over those goods in whole or in part to one or more third parties or a legal act which requires that actual power over all or part of the goods to one or more third parties.

12.3. After the invocation of the retention of title VormVrij® 3D is entitled to retrieve the delivered items. Client shall enable VormVrij® 3D to enter the place where the goods are situated and hereby grants all necessary cooperation so that VormVrij® 3D obtains or can obtain possession of the business.

12.4. When VormVrij® 3D relies on its retention of title the Client is obligated to cover all cost of retrieving the delivered goods VormVrij® 3D should reasonably have to

make. Client shall reimburse these costs within 5 (five) days after VormVrij® 3D has requested this in writing and on the basis of an invoice. If and to the extent that Client as a result of the dissolution by recourse to the retention of title by VormVrij® 3D can claim cancellation of the part that has already been met by him, VormVrij® 3D is entitled to (partly) settle the costs as referred to in this paragraph with the performance of Client.

### **13. Intellectual property**

13.1. VormVrij® 3D retains all intellectual property rights, including, but not limited to, copyrights, trademark rights and industrial rights, on her designs, illustrations, quotes, advices, production and supply methods, sample materials, calculations and so on, unless expressly agreed otherwise in writing. Unless explicitly and unambiguously allowed by VormVrij® 3D or law, data or data arising from foregoing rights must not in any way be used, disclosed, reproduced/copied or otherwise be made available to third parties.

13.2. The Client is not permitted any indication regarding copyright, trademark, trade name or other intellectual or industrial property of VormVrij® 3D or its suppliers of goods and/or from removing or modifying material from the goods.

13.3. If the Client violates the provisions in the first and second paragraph of this article Client owes VormVrij® 3D a penalty of EUR 25.000,-(twenty-five thousand euro) per breach, with the right of VormVrij® 3D to compensation under the law being undiminished.

13.4. Unabating the liability to VormVrij® 3D because of damage caused by any act or omission in violation of the provisions in the first and second paragraph of this article, the Client is required to impose the person whose, whether or not temporary and in any way, use is made in the implementation of its obligations under the Agreement, regarding the rights and duties as laid down in paragraphs 1 and 2 of this article to stipulate that those obligations referred to in this article are accepted as his and by way of perpetual clause (each time) to third parties.

13.5. If the Client sells the by VormVrij® 3D delivered to a third party the Client shall impose the provisions of

this article to the new receiver. In the event of failure to comply with any obligation under this provision the Client owes VormVrij® 3D a penalty of EUR 25.000,-(twenty-five thousand euro) per breach, with the right of VormVrij® 3D to compensation under the law being undiminished.

### **14. Termination**

14.1. Both parties may terminate the Agreement at any time subject to a notice period of 15 (fifteen) days and in writing, unless the parties have agreed otherwise.

14.2. If the Client cancels the Agreement, VormVrij® 3D has a right to compensation because of the resulting and plausible occupation loss, unless there are facts and circumstances to the cancellation which are reasonably attributable to VormVrij® 3D. This compensation will, in any case, consist of the costs that VormVrij® 3D has made up to the moment of termination by Client. The preliminary results of the work carried out so far will be made available to the Client after compensation.

14.3. In the event one of the parties bankruptcy, applies for a suspension of payments or ceizes business operations , the other party has the right to dissolve the Agreement without due observance of a notice period to terminate premature.

14.4. Early termination by VormVrij® 3D creates an obligation for him to contribute to the transfer of the remaining work to be done.

### **15. Suspension and termination of the Agreement**

15.1. If the Client does not honor its obligations under the Agreement and/or these general terms and conditions, not timely or not properly, VormVrij® 3D has the right to suspend or dissolve the Agreement in whole or in part. Such a dissolution shall be carried out by means of a written notification to this effect. Except in the case where a time limit for compliance is Agreed the Client shall first be made in default in writing and be given a deadline for compliance, before the Agreement is dissolved by VormVrij® 3D.

15.2. Without prejudice to the provisions of the first

paragraph, as well as all other provisions in these terms and conditions, VormVrij® 3D has the right to dissolve the Agreement by means of a written communication to this effect, to dissolve, in whole or in part, without a notice of default or judicial intervention being required, if the Client at the conclusion of the Agreement is requested security to guarantee the fulfilment of the obligations under the Agreement and/or Client is requested an advance payment and no security is provided by the Client or the provided security is insufficient in the view of VormVrij® 3D and/or by VormVrij® 3D no (sufficient) payment of Client is received.

15.3. VormVrij® 3D is furthermore authorized to dissolve the Agreement if circumstances arise of such a nature that fulfilment of the obligations becomes impossible is and/or when circumstances arise of such a nature that unaltered maintenance of the Agreement can not reasonably be demanded of VormVrij® 3D.

15.4. Without prejudice to the provisions of this article, as well as all other provisions in these terms and conditions, VormVrij® 3D has the right to dissolve the Agreement by means of a written communication to this effect, in whole or in part, without a notice of default or judicial intervention being required if:

- Client loses or is likely to lose (free) decision about all or a substantial part of his assets and liabilities;
- suspension of payment is granted to a Client;
- bankruptcy has been granted to a Client ;
- the law on debt rescheduling has been declared applicable to Client or Client has been put under guardianship;
- a customer does not (or no more) have a statutory license or otherwise does not (no longer ) meet the legal or social requirements;
- an embargo at the expense of Client and this embargo is not raised within 1 (one) month;
- The Client sells ends or decomposes its enterprise in whole or in part.

15.5. Without prejudice to the provisions of the first paragraph, as well as all other provisions in these terms and conditions, Client has the right to dissolve the Agreement by means of a written communication to this

effect, in whole or in part, without a notice of default or judicial intervention being required if:

- VormVrij® 3D loses or is likely to lose (free) decision about all or a substantial part of his assets and liabilities;
- suspension of payment is granted to VormVrij® 3D;
- bankruptcy has been granted to VormVrij® 3D;
- VormVrij® 3D terminates or decomposes its activities in whole or in part, and as a result can no longer fulfil its obligations to the Client.

15.6. Client is bound to reimburse the damage VormVrij® 3D suffers and will suffer as a result of the dissolution, to VormVrij® 3D completely . Both direct and indirect damage is understood in this paragraph.

15.7. If VormVrij® 3D proceeds to suspension or dissolution, VormVrij® 3D cannot be called upon reimbursement towards the Client regarding any damage or costs that thereby arise in any way.

15.8. If dissolution of the Agreement by VormVrij® 3D takes place pursuant to this article, this dissolution makes all payments due by the Client to VormVrij® 3D immediately due and payable in full.

## **16. Liability and indemnity if the Client acts in the exercise of a profession or business .**

### *17.*

#### *Liability*

16.1. VormVrij® 3D shall not be liable for any direct or indirect damage, including business and consequential damage, caused by goods delivered, advice given, provided designs and other information supplied by VormVrij® 3D or any damage caused by unsoundness of the delivered goods or services, unless the damage is the result of intent or gross negligence on the part of VormVrij® 3D.

16.2. In addition to the provisions of the first paragraph VormVrij® 3D is not liable for damages at the

Client or a third person, which is caused by the use and/or processing of the delivered goods/services, by advice/design given and damage to or loss of delivered goods that are modified or treated with used goods by the Client, unless such damage is the result of gross negligence or willful misconduct on the part of VormVrij® 3D.

16.3. VormVrij® 3D accepts no liability for any damages to the Client and/or a third party resulting from the use, processing, damage to or loss of goods/services which are delivered by her nor by its opinions/designs that are provided and for which they receive no compensation.

16.4. VormVrij® 3D also accepts no liability for any harm resulting from the delivered business/services not being applied in accordance with the applicable (legal) regulations and/or European standards. Client itself shall be required to check prior to the establishment of the Agreement if the goods/services meet the applicable (legal) regulations and can be applied in the correct way.

16.5. Only as far as VormVrij® 3D is accountable of serious misconduct in the fulfilment of its obligations under the Agreement and/or these general terms and conditions, can VormVrij® 3D be required to pay the resulting direct and foreseeable damage.

16.6. The liability of VormVrij® 3D is in all cases expressly limited to a maximum of the total amount paid by the Client to VormVrij® 3D under the Agreement, at least the liability of VormVrij® 3D is limited to the amount, which in that case is paid under the by VormVrij® 3D closed liability insurance. VormVrij® 3D's liability does not reach up to any further damage, including, but not limited to lost profits, trading losses, and damages arising from claims by third parties.

#### *Disclaimers*

16.7. Client indemnifies VormVrij® 3D from any claim of a third for compensation for damage, that this third suffers or claims to suffer (partly) as a result of use or application of goods and/or services supplied by or on behalf of VormVrij® 3D.

16.8. Client indemnifies VormVrij® 3D from any claims by third parties in connection with the performance of the Agreement by VormVrij® 3D. The indemnity includes all damages and costs that VormVrij® 3D suffers or makes in connection with such a claim.

16.9. Client indemnifies VormVrij® 3D for all claims by third parties relating to (damage due to) the use of, by or on behalf of the Client supplied materials, samples, drawings, calculations, models and other supplied information.

### **17. Liability and indemnity if the Client is not acting in the exercise of a profession or business**

17.1. In case VormVrij® 3D is liable for any damage, this liability is at all times limited to what its liability insurer pays out in this case. VormVrij® 3D will keep adequately insured for reasonably foreseeable claims.

### **18. Limitation period/expiry**

18.1. All legal rights against VormVrij® 3D, including claims for damages shall lapse and/or expire after 1 (one) year counted from the time that the claim fell due.

### **19. Disputes and applicable law**

19.1. On the Agreement and these terms and conditions the Dutch law is applicable.

19.2. Disputes arising from the Agreement and/or these general terms and conditions will only be submitted to the competent court of the Court of 's-Hertogenbosch.

In case you encounter problems which are not described in this document please contact VormVrij® I 3D

Email: [info@VormVrij®.nl](mailto:info@VormVrij.nl)

Phone: **office** **0031(0)485324596**