



## **General Terms and Conditions of Sale and Delivery CloudCuddle B.V.**

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### **1. General**

1.1 The following general terms and conditions of sale, delivery and payment ("the general terms and conditions") apply to and form an indivisible whole with all quotations issued by CloudCuddle, all quotations made by CloudCuddle and all agreements that CloudCuddle enters into with its clients.

1.2 For the purposes of these General Terms and Conditions of Sale and Delivery, the following terms shall have the following meanings

a) "Customer": any natural person or legal entity who has requested a quotation or entered into an agreement with CloudCuddle regarding (the delivery of) goods and/or services of any nature or under any name whatsoever, with the exception of the suppliers of CloudCuddle.

b) "Supplier": Any company that supplies goods or services to CloudCuddle in exchange for money.


c) "Agreement": the written agreements between Customer and Provider regarding the purchase and delivery of goods and/or provision of services to Customer.


1.3 In addition to these General Terms and Conditions, additional terms and conditions may apply to certain services and/or products of CloudCuddle, if explicitly stated in writing. Should there be any differences between the additional terms and conditions and these General Terms and Conditions, the provisions of the additional terms and conditions shall prevail over these General Terms and Conditions, unless otherwise provided in writing.

1.4 Once these General Terms and Conditions apply to a quotation, offer and/or agreement, they shall also apply to all new or resulting quotations, offers and/or agreements between the parties without any further declaration of applicability, unless explicitly agreed otherwise in writing.

1.5 If any provision of these general terms and conditions is null and void, annulled or otherwise declared inapplicable, the other provisions of these general terms and conditions shall remain in full force and the parties shall agree on a replacement provision instead of the provision that is null and void, annulled or declared inapplicable, whereby the purpose and purport of the provision that is null and void, annulled or declared inapplicable shall be observed to the extent possible.

1.6 General terms and conditions used by CloudCuddle's client do not apply unless explicitly agreed upon by CloudCuddle in writing.







1.7 CloudCuddle reserves the right to amend or supplement these General Terms and Conditions.

1.8 CloudCuddle is authorised to use third parties for the execution of agreements with the client. The present general terms and conditions shall also apply in that situation.

1.9 Any communication between CloudCuddle and the CloudCuddle Customer may take place electronically, except to the extent that these General Terms and Conditions and/or the agreement and/or the law deviate from them. Wherever these General Terms and Conditions state 'in writing', this should also be read as 'electronic'. by fax or e-mail.

1.10 The version of the communication in question saved by CloudCuddle shall serve as proof thereof, unless the client provides evidence to the contrary.





## **2. Quotation, Offer and Agreement**

2.1 All offers and quotations of CloudCuddle are free of obligation, unless explicitly agreed otherwise in writing, and are based on the specifications and quantities provided by or on behalf of the Customer in the event of a request for information. Offers and quotations are valid for a period of four weeks, unless a different term is stated in the offer or quotation.

2.2 Requests for quotations by the CloudCuddle client are not binding on CloudCuddle and constitute an invitation to make an offer by CloudCuddle.


2.3 Images and descriptions in prospectuses, brochures, drawings and other presentations of both CloudCuddle and third parties have been drawn up as accurately as possible but give a general impression and do not bind us, as changes may occur in each case, given the nature of the products to be delivered, which may lead to differences in terms of image, colour, etc. Differences in this respect do not give the client the right to refuse the delivery(s), nor the right to claim damages.


2.4 If the performance of work and/or delivery outside the Netherlands is to take place in the country in which the agreement is to be performed, CloudCuddle is explicitly obliged to be notified in writing of rules of a mandatory nature relating to the performance of such work and/or delivery, in any event prior to the submission of the quotation by CloudCuddle.

2.5 An agreement is concluded after an order received from the client has been confirmed in writing by CloudCuddle by means of an order confirmation. In the case of consumers, an agreement may also be concluded if a consumer places an order and CloudCuddle has commenced the execution of that order, in the broadest sense of the word.

2.6 The order confirmation contains all information regarding the order as it will be executed. The client is explicitly obliged to check the order confirmation immediately and must report any inaccuracies to us in writing within 5 (five) working days after the date of dispatch. If no such notification is made within the period of 5 working days, the client is explicitly not entitled to return to this at a later date.

2.7 Evident errors in our quotations, offers and order confirmations are not binding on us; we are always entitled to make adjustments in this respect.





2.8 All advice, calculations, notifications and statements provided by CloudCuddle regarding the expected use of the products to be delivered by CloudCuddle shall be free of obligation and shall only be provided by way of non-binding information.

2.9 We are also entitled to outsource all or part of the order placed by the client to third partys/suppliers.

### **3. Changes to the order**


3.1 If the client wishes to change the original order or agreement, he must notify CloudCuddle of these changes within one day and in writing in clear wording and/or descriptions.

3.2 These changes require our express written consent, after which they will become part of the agreement. The additional costs associated with the change will be charged extra to the client.

3.3 Execution of verbal and/or by telephone urgent changes in a previously placed order, takes place entirely at the expense and risk of the client.

3.4 Modification of an order is never permitted with regard to orders that have already been taken into production by us or by the third party(ies) engaged by us, or with regard to orders that have already been sent by us for delivery.

3.5 Changes to an order already given may lead to a change in the originally agreed delivery time, in which case the provisions of article 6 of these terms and conditions shall apply in full.





#### **4. Cancellation by the client**

4.1 If the client wishes to cancel his order in whole or in part, this requires our express written consent. If the order has already been taken into production by us or by the third party(ies) engaged by us, or in respect of orders that have already been sent by us for delivery, cancellation is no longer possible.

4.2 If we agree to cancel the order, the client shall be obliged to reimburse all costs incurred with a view to the execution of the order, without prejudice to our right to compensation for the entire damage, explicitly including our loss of profit.

#### **5. Prices**


5.1 The prices as stated in our quotations, offers and order confirmations are always based on the prices, costs and regulations applicable at the time of our offer, offer or order confirmation.

5.2 Unless explicitly agreed otherwise in writing, the costs of transport, assembly and installation work related to the products to be delivered shall be borne by the client.

5.3 If, after the date of our quotation, offer or order confirmation, these factory prices, material prices and suchlike, the wages, social security charges, taxes, import and export duties, freight rates, transport costs, insurance premiums or other relevant factors to determine our prices should undergo an increase - including price increases as a result of depreciation of Dutch currency - or if our margins should change as a result of changes in one or more of these factors, even if this occurs as a result of circumstances that could already have been foreseen at the time of the offer, we shall be entitled to adjust our price up to the moment that the Products have been delivered to the client.

5.4 If the agreement has been concluded with several natural and/or legal persons, each of these (legal) persons shall be jointly and severally liable to pay the amounts due on the basis of the agreement.

5.5 The prices mentioned by us are always set in the Euro unless explicitly agreed otherwise.





## **6. Delivery**

6.1 Delivery as referred to in these terms and conditions is the act by which we comply with our delivery obligation. In this case, the delivery does not have to aim at or bring about a transfer of ownership.

6.2 Delivery shall be deemed to have taken place if the products have been delivered to the place mentioned in the order confirmation or to a place of delivery specified by the client.

6.3 Unless otherwise agreed, the client is obliged to take receipt of the executed order immediately after completion and receipt of notification of completion. If CloudCuddle is not given the opportunity by the client to deliver the goods, delivery shall be deemed to have taken place at the moment that CloudCuddle has notified the client that the products are ready for purchase.

6.4 For orders and/or shipments to be delivered outside the Netherlands, delivery shall be ex works, as referred to in the ICC Incoterms 2000, which means that the Products shall be ready for acceptance by the Customer in accordance with this clause at a time to be specified, unless another agreement has been made in writing regarding the transport and delivery.


6.5 The products to be delivered by us or by the third parties to be engaged by us shall be at the expense and risk of the client as soon as they have been delivered to him.


6.6 If, at the request of the client, the shipment or delivery takes place in a special manner to be specified by the client, the associated additional costs shall be for the account of the client.

6.7 All products shall be delivered as long as stocks last.

## **7. Delivery times**

7.1 The delivery period starts from the moment the order is confirmed in writing by CloudCuddle, in accordance with the provisions of article 2 of these terms and conditions. If certain data are required for the execution of the order, or if the completion of certain formalities is required, the delivery period will only commence once all data are in the possession of CloudCuddle, or the required






formalities have been completed. If a first payment is required by CloudCuddle at the time of placing the order, the delivery period shall only start on the day on which this payment is received.

7.2 The delivery times stated by us are without obligation and are only approximate and never a deadline within the meaning of article 6:38 of the Dutch Civil Code. Exceeding the delivery time, for whatever reason, shall never entitle the client to compensation, (partial) dissolution of the agreement or non-fulfilment or suspension of any obligation, which may arise for him from the agreement in question or any other agreement related to this agreement, nor shall it entitle him to perform work for the execution of the agreement in question by or with the help of third parties, except in the case of intentional act or omission or gross negligence on our part, errors of our staff or third parties engaged by us explicitly not included herein, or in the case of the provisions of the following paragraph.

7.3 If we have exceeded the delivery time, the client is obliged to give us explicit written notice of default and to allow us an additional reasonable delivery time of at least 4 (four) weeks. If we also exceed this additional delivery period, the client shall be entitled to dissolve part of the agreement with regard to the part not yet delivered in writing, without us incurring any obligation to pay compensation.

7.4 Postponement of delivery time at the request of the client can only take place with our express written consent. Any costs and losses incurred by us as a result of this postponement shall be entirely at the expense of the client. The statement of costs to be provided by us in this respect shall be binding on the client, unless evidence to the contrary is provided.

7.5 The client already gives us permission to execute the agreement in parts and to invoice the client separately for each part delivery. Each partial delivery constitutes a separate delivery and shall be treated as such.





## **8. Reservation of title**


8.1 All products delivered shall become the property of the client if the client has fully complied with all his obligations regarding the consideration and/or purchase price owed to us, arising from the agreement that led to the delivery of the products concerned, or from other agreements such as those concluded with the client with regard to the delivery of products and the related performance of work, as well as with regard to claims on account of the client's failure to comply with such agreements.

8.2 The extended retention of title referred to in paragraph 1 shall explicitly also apply if the indebtedness of the purchase price is included by the client in a current account relationship with regard to the delivery of products and the associated performance of work. In the latter case, the retention of title shall remain in force until the outstanding debit balance at the expense of the principal has been settled.


8.3 Until the moment of full and proper fulfilment by the client of the above mentioned obligations, the delivered products remain our property.

8.4 The client has the right to resell or process the products as part of his normal business activities. However, the client is not entitled to sell, rent, loan, pledge or serve as security, in any way whatsoever, or otherwise place the products under the actual control of a third party without our explicit written permission.

8.5 The client shall be obliged to show the products referred to here to us at our first request and to hand them over in the event of default of payment, as well as in the event of dissolution of the agreement as referred to in article 9, if required immediately to us or to a third party designated by us, including our staff. The client shall also be deemed to have granted us an irrevocable power of attorney for the time being to enter all his company premises and buildings by us or by a third party designated by us in order to inspect the condition of the products and, where appropriate, to take these products with him in accordance with the provisions of the previous sentence. If these products are located on the premises of a third party, the client shall give us the opportunity to take back the products referred to in the previous sentence.







8.6 For the products taken back on the basis of this article - provided that the products are in good condition, and if the products are still usable for us - the client shall be credited to the value to be determined in accordance with the trade practices in our sector on the day of taking back, without prejudice to our right to set off against this crediting all the financial obligations incumbent on the client vis-à-vis us, with due observance of the provisions of article 10 with regard to the allocation of payments.

8.7 The client is obliged to insure the products against the risks of fire, theft, storm and water damage, in such a way that a relevant insurance policy includes the stipulation that the insurance also covers the products of third parties.

8.8 The client is expressly prohibited from pledging to third parties any claims against his insurer under the insurance policies referred to in the previous sentence, insofar as they relate to the products referred to in paragraph 1, or from providing security in the broadest sense of the word to third parties.

8.9 Payments in respect of damage and loss of the products shall take the place of the products concerned.

## **9. Suspension and dissolution**


9.1 If:

a. the client does not, does not properly or does not timely comply with any obligation that may arise for him from any agreement entered into with us, of which these general terms and conditions form a part, including financial obligations, as well as obligations as a result of article 11, or CloudCuddle has reason to assume that the client will not comply properly or in a timely manner with any obligation that rests on him on account of the agreement entered into;

b. as well as in the case of:

- The client's goods shall be seized,



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- own petition for his bankruptcy or petition for his bankruptcy by a third party,
  - applying for the granting of a suspension of payments by the client,
  - cessation or liquidation of the client's business,
  - the appointment of a judicial asset manager if the client is a natural person,


the client, without our knowledge, enters into any payment arrangement with creditors or leaves outstanding claims of third parties unpaid after expiry of the applicable term of payment, the client is deemed to be in default by operation of law without further notice of default and we are entitled to suspend the execution of any agreement concluded with the client, in whole or in part, without judicial intervention being required, from now on, to deliver exclusively cash on delivery or - at our discretion - to dissolve the agreement(s) in whole or in part by means of a statement to this effect, without us being obliged to pay any compensation or guarantee, all this without prejudice to the other rights to which we are entitled, including the right to reclaim the products delivered by us, to which the retention of title laid down in Article 7 applies, as well as the right to claim full compensation for damages.


9.2 If we make use of our right of suspension and the client subsequently fulfils his obligations, we shall have the time as delivery time available which, taking into account the possibilities existing in our company, is reasonably necessary for the delivery of the products.

9.3 If we make use of our right to suspend the execution of the agreement, we shall store the finished, processed and other materials included in the price at the expense and risk of the client or have them stored by the third party engaged by us, and the client shall in advance be required to pay us the agreed price, less the price calculated in the price of the missing items and any instalments already paid.

9.4 Furthermore, if we have suspended the execution of the agreement, we shall at all times be entitled to dissolve the agreement in whole or in part.

9.5 If we dissolve the agreement in whole or in part, we shall be entitled to require the client to take delivery of the finished, processed and other materials included in the price against payment of the





agreed price, less the price calculated in that price of the missing items and any instalments already paid, failing which we shall, at our discretion, store or sell the products at the client's expense and risk. By giving us the order, the client is deemed to have irrevocably authorised us for such a sale now and then.

9.6 In all cases referred to in the first paragraph of this article, our claims, which we have against the client and/or thus acquire, shall be immediately due and payable in full.

9.7 The client shall never be entitled to the right of retention.

## **10. Payments**


10.1 Insofar as no other payment terms have been explicitly agreed in writing, the client shall pay an invoice in full within 30 days of the invoice date. In the case of consumers, payment must be made prior to delivery by means of an electronic payment, unless CloudCuddle agrees to a different method of payment.


10.2 The client is explicitly not entitled to set off outstanding invoices against any claim whatsoever against us, nor is the client entitled to seize itself to the detriment of us.

10.3 If the client fails to pay the invoice within the period specified above, he is deemed to be in default by operation of law, any right to a discount, insofar as expressly agreed in writing in advance, shall lapse and we shall be entitled, without any summons or further notice of default being required, to charge the client an interest of 8% per month from the due date until the day of payment in full, whereby part of a month shall be counted as a month, without prejudice to the other rights accruing to us.

10.4 Objections to the amount of the invoice or the delivered services or goods do not suspend the payment obligation.

10.5 Payments by the client shall be processed in accordance with article 6:44 of the Dutch Civil Code, therefore payments shall first be deducted from the costs, then from the forfeited interest and finally from the principal sum and accrued interest due.





10.6 The client owes CloudCuddle all extrajudicial and judicial (collection) costs that we incur or have to incur in order to claim compliance, dissolution or compensation under the agreement entered into, whether or not at law, from the client, or to defend ourselves against claims made by the client.

10.7 Extrajudicial costs are owed by the client, in any case where we have insured ourselves with the help of a third party or third parties with regard to legal assistance, including the collection of amounts due to us. Without prejudice to any further rights and claims, the extrajudicial costs will in any case amount to 15% of the principal amount owed, respectively of the amount for which we claim from the client, or for which the client claims from us, with a minimum of €40,-, as described in the Wet normering buitengerechtelijke incassokosten en het bijbehorende Besluit (BIK 1 juli 2012).


## **11. Guarantees and advances**


11.1 Before proceeding with the execution of the confirmed order or continuation of the execution that has already started in part, we are at all times entitled to require the client to pay an advance in respect of the payment obligations for the client ensuing from the agreement, up to the amount resulting from the agreement for the client, or - at our discretion - to provide us with a security that we consider sufficient in the banking sector.

11.2 If the client refuses to provide an advance or security as referred to in the previous sentence at our request, we shall be entitled to dissolve the agreement with immediate effect by means of a statement to that effect, without prejudice to the other grounds for dissolution stated in these terms and conditions and without prejudice to our right to compensation for loss suffered by us as a result of the dissolution.

## **2. Intellectual Property Rights**

12.1 CloudCuddle reserves all rights with regard to intellectual and industrial property which it uses or has used, or which have arisen in connection with the execution of the client's order, insofar as these arise from the law.





12.2 The client is therefore particularly - and explicitly - not permitted to patent these rights with regard to intellectual and industrial property.

12.3 The client is explicitly prohibited from reproducing, disclosing or exploiting those products, including patentable designs, (interim) results, computer programs, processes, advice and other intellectual products of CloudCuddle, all this in the broadest sense of the word, with or without the involvement of third parties.

12.4 The client and/or a third party with regard to the goods delivered by CloudCuddle is not permitted to reproduce these goods, to make adjustments to them, to erase serial numbers or to affix a brand(s) or license plate(s) to them, with which the appearance can be created that these goods originate from him. This also applies to the extent that these goods are not protected by any special industrial property rights as patent, design or design rights.


12.5 The client guarantees that the materials, data files, or other products and/or services made available to CloudCuddle by the client do not infringe on any intellectual property rights of third parties.


12.6 The client indemnifies CloudCuddle against any third-party claim based on the argument that the use of the materials, data files, or other products and/or services made available by the client constitutes an infringement of any third-party intellectual property right.

12.7 CloudCuddle is entitled to recover from the client any damage resulting from the violation of the intellectual and industrial property rights of CloudCuddle.

### **13. Damage**

13.1 If, upon arrival of the goods, it appears that the goods or their packaging are damaged, the client is obliged to have the forwarder draw up a report before taking receipt of the goods, failing which CloudCuddle cannot accept any liability.





13.2 If the Customer takes care of the transport of the goods himself, he must report any damage to the goods or the packaging to CloudCuddle prior to the transport. CloudCuddle cannot accept any liability for damage incurred during or after the transport by the Customer.

#### **14. Guarantees and complaints**

14.1 The goods shall be delivered in the condition and condition customary at CloudCuddle at the time of delivery.


14.2 CloudCuddle delivers with different warranty periods. These are defined as follows:


- a. Term for private individuals: Until two years after the invoice date, the Customer receives a guarantee on all repairs or replacements (including freight and call-out costs).
- b. Deadline for business customers: Until one year after the invoice date, Customer will receive a guarantee on all repairs or replacements (excluding freight and call-out costs).

14.3 Customer and CloudCuddle may agree on these or other warranty periods in the purchase agreement. If not otherwise specified in the agreement with the Customer, the warranty periods described in paragraph 14.2 shall apply.

14.4 If the products to be delivered by us are not manufactured by us, the Customer shall be entitled to claim the guarantee as provided by our supplier, unless otherwise agreed in writing between CloudCuddle and the Customer.

14.5 Guarantees regarding the qualities of the products delivered by us or guarantees regarding exclusivity are only valid if they have been explicitly given by us to the client in writing. The application of labels or labels by us or our supplier to products to be delivered by us without the explicit request of the customer has only an informative purpose and can therefore never lead to liability on our part.





14.6 All costs associated with the repair or replacement of the delivered goods, such as travel and accommodation costs and labour, shall be borne by Customer, unless otherwise defined in paragraph 14.2.

14.7 Damages or defects that are easily perceptible will only be dealt with if they are reported to us in writing within 10 working days (2 months in the case of a consumer) after receipt of the products. Each complaint must contain a clear description of this complaint or of the grievances, as the case may be. Complaints made or delivered in any other way are of no value and will not be taken into consideration. The client who has not examined the delivered products within 10 working days (2 months in the case of a consumer) after receipt of the products for reliability and conformity with the order confirmation issued, is deemed to have unconditionally agreed to the delivery.


14.8 Complaints regarding hidden defects must be notified to CloudCuddle in writing within 10 working days (2 months in the case of a consumer) after discovery of the defect.


14.9 Minor deviations regarding quality, colours, finish, size and suchlike can never be a ground for complaint.

14.10 Deviation or damage as a result of normal wear and tear, injudicious use by the client, complaints as a result of incorrect use of the product or products not in accordance with the instructions for use to which the client has independently made repairs and/or changes to the delivered product, can also never provide a ground for complaints.

14.11 The client is obliged to check the delivered products on the basis of the order confirmation provided by us and complaints must therefore be based on a deviation from the delivered with regard to this order confirmation.

14.12 In the event of a complaint judged justified by us, we shall at all times be entitled to replace the products in question with other products, or - at our discretion - to give the client compensation in money up to a maximum of the amount of the invoice value of the rejected products, on the understanding that the client may only claim this if he keeps the products in question at our disposal and hands them over to us at our first request.





14.13 Products may only be returned to CloudCuddle after CloudCuddle has given its written permission to do so to the client. This also applies to the right of distance selling, whereby the consumer has the right to return the product free of charge within 14 days. The costs of unauthorized or unfounded returns are explicitly for the account of the client. In such cases, we have the right to store the products under third parties at the expense and risk of the client or, under the same conditions, to keep them available ourselves.

14.14 The client is obliged to carefully pack and ship the products and to insure the products to be returned. He shall be liable for any damage caused to us by his negligence in this respect.

14.15 With regard to costs relating to unauthorised return shipments and the measures taken by us as a result thereof, the specification to be submitted by us shall be binding on the client, subject to proof to the contrary by the client.

14.16 Any claim pursuant to this article shall lapse 2 years after the invoice date relating to the delivery in which the products in respect of which the client wishes to make a complaint were included.


14.17 If the customer has not fulfilled his payment obligations towards us, for whatever reason, during the period in which he is in default of payment, he shall not be entitled to submit complaints as referred to in this article. These complaints cannot be submitted afterwards.

## **15. Special provisions with regard to prototypes or test products**


15.1 Unless otherwise agreed, the performance of tests, the application for permits and the assessment of whether client's instructions comply with statutory or quality standards do not form part of CloudCuddle's assignment for the delivery of trial or test products.

15.2 The general provisions regarding guarantee and liability do not apply to trial or test products delivered by CloudCuddle.

15.3 Except in the case of intent or gross negligence, CloudCuddle accepts no liability whatsoever for injury or damage caused by the use of trial or test products.







15.4 CloudCuddle does not guarantee trial or test products.

15.5 CloudCuddle shall indicate in writing which deliveries concern trial or test products.

15.6 The customer accepts this:

- a. the prototype or test product may show signs of use.
- b. the prototype or test product will be used as described in the manual.
- c. to take measures to prevent or reduce injury to the adjacent product when using the prototype or test product.

15.7 If a trial or test is carried out jointly with several parties, CloudCuddle shall not accept any liability for damage to the trial or test product caused during the work on it, with the exception of intent or gross negligence on the part of CloudCuddle.

## **16. Special provisions for trial products during trial periods**


16.1 The general provisions regarding warranty and liability do not apply to trial products delivered by CloudCuddle during trial periods.


16.2 Except in the case of intent or gross negligence, CloudCuddle does not accept any liability for injury or damage caused by the use of trial products during trial periods.

16.3 CloudCuddle does not guarantee trial products during trial periods.

16.4 CloudCuddle shall indicate in writing the deliveries of trial products during trial periods.

16.5 The client accepts this:

- a. the prototype or test product may show signs of use.
  - b. the prototype or test product will be used as described in the manual.
  - c. he takes measures to prevent or limit injuries to the adjacent bed tent when using the mobile bed tent.
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16.6 If a trial period is realised jointly with several parties, CloudCuddle shall not accept any liability for any damage to the trial or test product caused during the work on it, with the exception of intent or gross negligence on the part of CloudCuddle.

## **17. Force Majeure**


17.1 For the purposes of these General Terms and Conditions of Sale and Delivery, force majeure is understood to mean:

- a) Emergency: (Civil) war, insurrection, riots, natural disasters, etc.
- b) Government measures
- (c) Strikes, manning and unavailability of one or more members of staff
- (d) Unforeseen transport problems
- (e) Unforeseen power, Internet, computer and telecommunications failures
- (f) Force majeure of CloudCuddle suppliers
- g) Improper performance of obligations by suppliers that have been prescribed to CloudCuddle by the Customer.
- h) The defectiveness of hardware, software and materials of third parties that have been prescribed by Customer to CloudCuddle.

17.2 The parties are not obliged to fulfil their obligations if they find themselves in a situation of force majeure.

17.3 The parties will consult with each other as soon as possible in order to discuss, limit and/or prevent the causes and consequences of the situation of force majeure.

17.4 After the force majeure situation has ended, all obligations must be continued.





## **18. Liability**

18.1 We shall never be obliged to compensate the client, not being a consumer, for costs, damages and interest resulting from personal accidents, nor shall we be obliged to compensate the client for costs, damages and interest due to damage to movable and immovable property, the loss of added value to delivered products as a result of becoming completely or partially unusable, either directly or indirectly caused to the client or third parties, unless the client demonstrates that the damage is due to intentional act or omission or gross negligence on our part, explicitly excluding our non-managerial staff.


18.2 We shall never be liable towards the client for damage suffered by the client as a result of claims by third parties, including our own staff, as a result of damage of any nature whatsoever, as caused by the products delivered by us or by products delivered by us.


18.3 The client shall indemnify us in respect of all damage suffered by us as a result of any claim for damages by third parties, including the client's own staff, and as a result of damage arising as a result of a product supplied by us or delivered by us.

18.4 Insofar as we are sued by third parties as referred to in the previous paragraph, in respect of whose claims the client must compensate us, the client shall also reimburse us in full for all costs of legal and other assistance that we must incur in respect of these claims for damages, such as defending, negotiating, etc. These costs are deemed to amount to at least 15% of the claimed amount of damages, without prejudice to our right to submit the reasonable costs of legal assistance actually incurred by us to the client for compensation.

18.5 Clients in the healthcare sector, in particular psychogeriatrics, care for the mentally handicapped, psychiatry and hospital care, are obliged to have the products to be supplied by us or to be supplied by us used only by qualified personnel who are familiar with the products, the correct use of those products and the risks that the products entail, or at least the use thereof, in the absence of which we will never be liable to the client for any damage that the client suffers as a result thereof.

18.6 The client or the personnel to be engaged by him are obliged to deal with the products to be delivered by us as an expert and to use them correctly, and in any case not to use them improperly,





or to use them for a purpose other than that for which they are suitable according to objective standards or the accompanying instructions for use, or for a purpose different from the information provided by us or the purpose for which the products have been manufactured by us.

18.7 At the request of the client or on our own initiative, we are prepared to advise the client specifically on the products to be manufactured and/or delivered by us, or the use thereof, provided that the client provides us with detailed and complete information on the intended use. No rights can be derived from this advice by the client.


18.8 If desired, we will provide a sample which can be used by the client for a certain period of time in order to investigate the possibilities for its use. At all times, the processing of the advice provided by us or the use of the sample provided at the client's request takes place on the client's own responsibility.


18.9 Without prejudice to the provisions of paragraphs 16.1 to 16.8 inclusive, we are never liable towards the client for an amount higher than the amount of the price stipulated in respect of the agreement with the client with regard to the delivery of the products and materials that gave rise to the damage indirectly or directly, explicitly including damage due to delays. This paragraph explicitly does not apply to the client, who is also a consumer, who addresses us on the basis of articles 6:185 et seq. of the Dutch Civil Code.

18.10 If the previous paragraph is considered to be unreasonably onerous and is annulled, or if damage occurs as a result of incorrect advice, insofar as this inaccuracy is the result of intent or gross negligence on the part of CloudCuddle, the liability shall in any case be limited at all times to the amount to which the liability insurance taken out by CloudCuddle provides a claim, increased by the applicable deductible.

18.11 CloudCuddle shall not be liable to compensate for any damage if the client is in default of payment at the time when the event giving rise to the damage occurs.

18.12 Insofar as we have manufactured products in accordance with the client's instructions, the client shall indemnify us, without prejudice to the other provisions of this article, against any claim based on a defect in the product manufactured in accordance with these instructions. In all cases in





which the client is obliged to compensate us by virtue of this provision, he shall also be obliged, at our first request, to comply with our call to indemnify us in legal proceedings.

18.13 The right to claim damages shall lapse in respect of all agreements governed by these terms and conditions on the expiry of one year after the invoice date, unless there is a claim based on articles 6:185 et seq. of the Dutch Civil Code (Product Liability), in which case the terms of article 6:191 of the Dutch Civil Code shall apply.

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

19.1 All quotations, offers and agreements governed by these terms and conditions shall be governed exclusively by Dutch law. The applicability of the Vienna Sales Convention is hereby expressly excluded.

19.2 Any disputes relating to the agreement or these General Terms and Conditions shall preferably be settled by means of arbitration, all this without prejudice to the right of each of the parties to request a remedy in arbitral proceedings for interim relief and without prejudice to the right to take precautionary measures.

19.3 If the parties are unable to reach an arbitration agreement within a reasonable period of time, the parties must apply to the court in The Hague, the Netherlands.

