

# General Terms and Conditions of De Letters in Kleur

Amy van Arkel trading as De Letters in Kleur (hereinafter: De Letters in Kleur) is registered with the Chamber of Commerce under number 84947098 having her registered office at Rijnsoever 43 (2223EJ) in Leiden.

## Article 1 - Definitions

1. In these general terms and conditions, the terms below are defined as follows, subject to any explicit provisions to the contrary.
2. **Offer:** every offer or tender to the Client for the performance of Services by De Letters in Kleur.
3. **Company:** The natural or legal person who acts in the performance of a profession or business.
4. **Consumer:** The natural person who is not acting in the performance of a profession or business.
5. **Client:** the natural person who actually uses the Services of De Letters in Kleur. Any arrangements made between De Letters in Kleur and the Client shall include arrangements made with the Client's parents or legal representatives if the Client has not yet reached the age of 16.
6. **De Letters in Kleur:** The service provider offering Services to the Client.
7. **Services:** The Services offered by De Letters in Kleur are energetic consultations, coaching and career guidance.
8. **Agreement:** every Agreement and other obligations between the Client and De Letters in Kleur, as well as proposals of De Letters in Kleur for Services which are to be provided by De Letters in Kleur to the Client and which are accepted by the Client and performed by De Letters in Kleur, which these general terms and conditions form an indissoluble whole with.
9. **Website:** <https://www.delettersinkleur.com/>.

## Article 2 - Applicability

1. These general terms and conditions apply to every Offer of De Letters in Kleur, every agreement between De Letters in Kleur and the Client and every service offered by De Letters in Kleur.
2. Before an agreement is concluded, these general terms and conditions shall be provided to the Client. Where not reasonably possible, De Letters in Kleur shall indicate to the Client how the Client can inspect the general terms and conditions.
3. These general terms and conditions cannot be deviated from. Deviation from the general terms and conditions is possible in exceptional situations if this has been explicitly agreed upon in writing with De Letters in Kleur.



4. These general terms and conditions shall also apply to supplementary, amended and follow-up procedures of the Client.
5. The Client's general terms and conditions are excluded.
6. If one or more provisions of these general terms and conditions are null and void or annulled in part or in full, the other provisions of these general terms and conditions shall remain in force and the null and void provision(s) shall be replaced by a provision having the same purport as the original provision.
7. Any ambiguity about the content, explanation or situations not provided for in these general terms and conditions shall be assessed and explained in accordance with the spirit of these general terms and conditions.
8. The applicability of Book 6, Sections 404 and 407, paragraph 2 of the Dutch Civil Code is explicitly excluded.
9. If in these general terms and conditions reference is made to it/she/he, this should also be understood as a reference to its/her/his, if and insofar as applicable.
10. Where De Letters in Kleur has not required compliance with these general terms and conditions, it retains its right to demand compliance with these general terms and conditions in whole or in part.

### **Article 3 - The Offer**

1. All offers made by De Letters in Kleur are without obligation, unless explicitly stated otherwise in writing. If the offer is limited or valid under specific conditions, this shall be explicitly mentioned in the offer.
2. De Letters in Kleur is only bound by an offer if confirmed by the Client. Nonetheless, De Letters in Kleur is entitled to refuse an agreement with a Client or potential Client for a valid reason.
3. The offer shall contain a description of the Services offered. The description shall be sufficiently specific to enable the Client to make a proper assessment of the offer. Any details included in the offer are merely indicative and cannot be a reason for any compensation or for dissolution of the Agreement.
4. Offers or quotations do not automatically apply to follow-up appointments.
5. Delivery times in the offer of De Letters in Kleur are in principle indicative and do not entitle the Client to dissolution or compensation if exceeded, unless explicitly agreed otherwise.

### **Article 4 - Conclusion of the Agreement**

1. The agreement is concluded when the Client has accepted an offer or agreement of De Letters in Kleur (verbally) or by returning a signed copy (scanned or original) to De Letters in Kleur.



2. De Letters in Kleur is not bound by an Offer if the Client could reasonably have expected or should have understood that the Offer contains an obvious mistake or clerical error. The Client cannot derive any rights from this mistake or error in writing.
3. The Client is entitled to cancel already confirmed appointments free of charge 24 hours before the start date. If cancellation takes place after this time, the actual costs incurred (including time spent) shall be charged to the Client.
4. Any Agreement entered into with De Letters in Kleur or any project awarded to De Letters in Kleur by the Client is vested in the company and not in any individual person connected with De Letters in Kleur.
5. The right of withdrawal of the Corporate Client is excluded, unless otherwise agreed. The Client being a Consumer has the right of withdrawal during the legal period of 14 days, unless De Letters in Kleur has already started the Service with the permission of Client. The Customer waives his/her right of withdrawal through this consent.
6. If the Agreement is entered into by several Clients, each Client shall be severally liable for fulfilling all obligations arising from the Agreement.

## **Article 5 - Duration of the Agreement**

1. The Agreement is entered into for a definite period of time. The duration of the project also depends on external factors including, but not limited to, the quality and the timely delivery of the information received by De Letters in Kleur from the client.
2. Both the Client and De Letters in Kleur can dissolve the agreement on the basis of an attributable failure in the performance of the agreement if the other party has been declared in default in writing and has been given a reasonable term to fulfil its obligations and it still fails to fulfil its obligations properly. This also includes the Client's payment and cooperation obligations.
3. The dissolution of the agreement does not affect the payment obligations of the Client insofar as De Letters in Kleur has already performed work or delivered services at the time of the dissolution. The Client must pay the agreed remuneration.
4. The parties may terminate the Agreement by registered letter in compliance with a notice period of one month.
5. In case of a premature termination of the agreement, the client owes De Letters in Kleur the actual costs made up to that point at the agreed upon (hourly) rate. The hour registration of De Letters in Kleur shall be the decisive factor in this matter.
6. Both the Client and De Letters in Kleur may terminate the agreement partially or completely in writing with immediate effect without further notice of default if one of the parties has been granted a moratorium, a petition for bankruptcy has been filed or the company concerned has been wound up. If a

situation as mentioned above occurs, De Letters in Kleur is never obliged to refund any amounts already received and/or to pay compensation.

## **Article 6 – Performance of the services**

1. De Letters in Kleur shall endeavour to perform the agreed service with all due possible care as may be expected of a professional service provider. De Letters in Kleur guarantee a professional and independent service. All Services are performed on the basis of a best efforts obligation.
2. The Agreement on the basis of which De Letters in Kleur performs the Services, is decisive for the scope and extent of the service. The Agreement shall only be performed for the purpose of the Client. Third parties cannot derive any rights from the contents of the Services performed with respect to the Agreement.
3. Before De Letters in Kleur starts the Services, an introductory meeting will be held, unless otherwise agreed upon. During the introductory meeting, the Client must inform De Letters in Kleur of all circumstances that are or may be relevant, including any points and priorities which the Client wants to be taken into consideration.
4. The information and data supplied by the Client shall be the basis for the Services offered by De Letters in Kleur and the prices. De Letters in Kleur has the right to adjust its Services and prices if the information supplied is inaccurate and/or incomplete.
5. In the performance of the Services, De Letters in Kleur is not obliged or held to follow the instructions of the Client if the content or scope of the agreed Services is thereby changed. If the instructions result in further work for De Letters in Kleur, the Client is obliged to pay the additional costs accordingly on the basis of a new quotation.
6. De Letters in Kleur is entitled to engage third parties for the execution of the Services at its own discretion.
7. Where the nature and duration of the process so requires, De Letters in Kleur will keep Client informed of the progress in the interim through the agreed method.
8. The performance of the Services is based on the information provided by the Client. If the information needs to be changed, this may have consequences for any established schedule. Under no circumstances shall De Letters in Kleur be liable for adjustment to the schedule. If the commencement, progress or delivery of the Services is delayed because, for instance, the Client has not delivered all the requested information in time or in the desired format, does not cooperate sufficiently, De Letters in Kleur has not received any advance payment in time or due to other circumstances for the account and risk of the Client, De Letters in Kleur is entitled to a reasonable extension of the time of delivery. All damage and additional costs resulting from any delay due to a cause as mentioned above shall be for the account and at the risk of the Client.



9. In case of a reasonable suspicion of insecurity with regard to domestic violence or child abuse, De Letters in Kleur is pursuant to the applicable laws and regulations obliged to report this to the competent authorities.

## **Article 7 - Client's obligations**

1. The Client is obliged to provide all information requested by De Letters in Kleur as well as relevant attachments and related information and data in time and/or before commencement of the work and in the desired form for a proper and efficient execution of the agreement. In failure thereof, De Letters in Kleur may not be able to achieve a complete execution and/or delivery of the pieces in question. The consequences of such a situation are at all times for the account and risk of the Client.
2. De Letters in Kleur is not obliged to check the accuracy and/or completeness of the information provided to them or to update the Client on the information if this has changed over time, nor is De Letters in Kleur responsible for the accuracy and completeness of the information compiled by De Letters in Kleur for third parties and/or provided to third parties under the Agreement.
3. De Letters in Kleur may request additional information if this is necessary for the execution of the agreement. In failure thereof, De Letters in Kleur is entitled to postpone its activities until the information is received without being liable for any compensation on any account whatsoever in respect of the Client. In case of changed circumstances, the Client must notify De Letters in Kleur immediately or no later than 3 working days after the Client became aware of the change.
4. The Client is obliged to inform De Letters in Kleur about the presence of any medical/physical complaints or illnesses before the start of the Service. If the Client does not report medical complaints or other physical complaints to De Letters in Kleur in time, there is a risk of aggravation of the existing complaints. Failure to report such complaints and/or illnesses is for the account and at the risk of the Client.
5. If, after using the Service of De Letters in Kleur, any physical complaints arise or are aggravated for the Client, the Recipient must at all times consult a doctor or medical specialist.

## **Article 8 - Recommendations**

1. If an instruction thereto has been given, De Letters in Kleur may draw up an advice, plan of action, design, report, planning and/or report for the service provision. The contents of this advice is not binding and only intended to be advisory, however, De Letters in Kleur will observe the care obligations that are incumbent on it. The Client decides by him/herself and at his/her own responsibility whether or not to follow the advice.
2. The advice given by De Letters in Kleur, in any form, can never be regarded as medical and binding advice.

3. The Client is obliged on De Letters in Kleur's first request to assess the supplied proposals. If De Letters in Kleur is delayed in its work because the Client does not or not timely provide an assessment on a proposal made by De Letters in Kleur, the Client is at all times responsible for the consequences caused, such as delay.
4. The nature of the service means that the result is at all times dependent on external factors that may influence the reports and advice of De Letters in Kleur, such as the quality, accuracy and timely delivery of the required information and data of the Client and its employees. The Client is responsible for the quality and for the timely and proper delivery of the required data and information.
5. The Client shall inform De Letters in Kleur verbally prior to commencement of the work of all circumstances that are or may be of relevance, including any points and priorities which the Client wants to be taken into consideration.

## **Article 9 - Coaching**

If an instruction thereto has been given, De Letters in Kleur may provide coaching to the Client and other participants.

2. For children under the age of 16, both authoritative parents/guardians must agree to the coaching. The commissioning and authoritative parent and/or carer shall ensure that the other authoritative parent, if any, is informed about the coaching and gives his/her consent to it. He/she agrees that, should the other parent object in any way to the coaching, he/she will assume the consequences. The parent/guardian effectively involved in the coaching by De Letters in Kleur is also responsible for the transfer of the information. De Letters in Kleur cannot be held responsible in any way in case this is inadequate.
3. The coaching session will take place on the Client's location or on a location to be specified by De Letters in Kleur.
4. The content of the coaching session provided by De Letters in Kleur and the advice given during the coaching session are not binding and of an advisory nature only, but De Letters in Kleur shall observe its duty of care. The coaching session will be tuned to the wishes of the Client as much as possible, as well as to the needs of the participant(s) involved.
5. The Client shall inform De Letters in Kleur verbally prior to the start of the coaching session of all circumstances that are or may be of relevance, including any points and priorities which the Client wants to be taken into consideration.
6. If the Client is unable to be present on the agreed date and time of the coaching session, he/she must inform De Letters in Kleur as soon as possible.
7. Cancellation or change of the coaching session is possible free of charge up to 24 hours before the start of the appointment concerned for the Client. In case of illness, the situation can be consulted together. In the event of a treatment course, a session will be cancelled if the cancellation is not made in time.

8. Timely cancellation or changes can be made at [info@delettersinkleur.com](mailto:info@delettersinkleur.com), by telephone on 06-42753008 or by leaving a voicemail message to De Letters in Kleur.

## **Article 10 - Additional work and amendments**

1. If during the performance of the Agreement it turns out that the Agreement must be adapted, or if at Client's request further work is necessary to achieve the desired result of Client, the Client is obliged to pay for this additional work according to the agreed rate. De Letters in Kleur is not obliged to comply with this request, and may require the Client to conclude a separate Agreement for this purpose and/or refer to an authorised third party.
2. If the additional work is the result of negligence of De Letters in Kleur, De Letters in Kleur made a wrong estimation or could have reasonably anticipated the work in question, these costs will not be charged to the Client.

## **Article 11- Prices and payment**

1. All prices are in principle exclusive of turnover tax (VAT), unless agreed otherwise. The prices used on the website include turnover tax (VAT).
2. De Letters in Kleur performs its service according to the agreed upon (hourly) rate. The costs of the work are calculated afterwards based on the time registration prepared by De Letters in Kleur (subsequent calculation).
3. Travel expenses on behalf of the Client and costs related to travel will be charged to the Client. The costs involved amount to €0.19 eurocent per kilometre.
4. The Client is obliged to fully reimburse the costs of third parties that are used by De Letters in Kleur after approval of Client, unless explicitly agreed otherwise.

De Letters in Kleur shall provide an invoice for the Client for the Service as agreed between the Client and De Letters in Kleur.

6. The Client must pay these costs at once, without settlement or suspension, within the specified payment term of 14 working days to the account number and details of De Letters in Kleur provided to him/her.
7. The Client cannot derive any rights or expectations from a previously issued budget, unless parties have explicitly agreed otherwise.
8. De Letters in Kleur is entitled to increase the applicable prices and rates annually in accordance with the applicable inflation rates. Other price changes during the Agreement can only be made if and as far as these have been explicitly stipulated in the Agreement.

9. In the event of liquidation, insolvency, bankruptcy, involuntary liquidation of or application for payment against the Client, the payment and all other obligations of the Client under the Agreement shall become immediately due and payable.

## **Article 12 - Collection policy**

1. If the Client fails to fulfil his/her payment obligation, and has not fulfilled his/her obligation within the stipulated payment period of 14 working days, the Client, being a Company, shall be in default by operation of law. The Client, being a Consumer, will first receive a written reminder with a term of 14 days after the date of the reminder to still fulfil the payment obligation, stating the extrajudicial costs if the Consumer does not fulfil his/her obligations within this term, before he/she will be in default.

2. From the date the Client is in default, De Letters in Kleur is entitled, without further notice, to the statutory commercial interest from the first day of default until full payment, and compensation for extrajudicial costs in accordance with Book 6, Section 96 of the Dutch Civil Code to be calculated according to the graduated scale from the decree on the compensation of extrajudicial collection costs of 1 July 2012.

3. If De Letters in Kleur has incurred more or higher costs than reasonably necessary, these costs are eligible for compensation. The integral judicial and execution costs are also for the account of the Client.

## **Article 13 - Privacy, data processing and security**

1. De Letters in Kleur will handle the (personal) data of the client with due care and will only use them in conformity with the applicable standards. If requested, De Letters in Kleur will inform the person concerned.

2. The Client is responsible for the processing of data that is processed using a service of De Letters in Kleur. The Client moreover guarantees that the content of the data is not illegal and does not infringe any rights of third parties. In this respect, the Client indemnifies De Letters in Kleur against any (legal) claims related to this data or the execution of the agreement.

3. If, on the basis of the agreement, De Letters in Kleur has to provide security for information, this security shall meet the agreed specifications and a security level that is not unreasonable, given the state of the art, the sensitivity of the data, and the costs involved.





## **Article 14 - Suspension and dissolution**

1. De Letters in Kleur is entitled to retain the data, data files and other items received or achieved by it if the Client has not yet fulfilled his/her payment obligations (in full). This right remains unaffected if there is a good reason for De Letters in Kleur to hold on to the data.
2. De Letters in Kleur is authorised to suspend the fulfilment of its obligations as soon as Client is in default with the fulfilment of any obligation resulting from the Agreement, including late payment of his/her invoices. The suspension will be immediately confirmed to the Client in writing.
3. De Letters in Kleur is not liable for any damage, for any reason, as a result of the suspension of its work.
4. The suspension (and/or dissolution) does not affect the Client's payment obligations for work already performed. Furthermore, the Client shall compensate De Letters in Kleur for any financial loss De Letters in Kleur suffers as a result of the Client's default.

## **Article 15 - Force majeure**

1. De Letters in Kleur is not liable if it cannot fulfil their obligations under the agreement due to a force majeure situation.
2. Force majeure on the part of De Letters in Kleur includes, but is not limited to: (i) force majeure of suppliers of De Letters in Kleur, (ii) failure to properly fulfil obligations of suppliers prescribed or recommended to De Letters in Kleur by the Client or his/her third parties, (iii) defectiveness of software or any third parties involved in the execution of the service, (iv) government measures, (v) electricity, internet, data network and/or telecommunication facilities malfunctioning, (vi) illness of employees of De Letters in Kleur or of advisors hired by De Letters in Kleur and (vii) other situations which, in the opinion of De Letters in Kleur, fall outside of its sphere of influence and which temporarily or permanently prevent De Letters in Kleur from fulfilling its obligations.
3. In the event of force majeure, both Parties shall be entitled to rescind the Agreement in whole or in part. All costs incurred prior to the dissolution of the agreement shall in that case be paid by the Client. De Letters in Kleur is not obliged to compensate the Client for any losses caused by such a withdrawal.

## **Article 16 - Limitation of liability**

1. If any result stipulated in the agreement is not achieved, a default by De Letters in Kleur is only considered to exist if De Letters in Kleur has explicitly committed itself to this result when accepting the agreement.
2. In the case of an attributable failure by De Letters in Kleur, De Letters in Kleur is only obliged to pay any compensation if the Client has declared De Letters in Kleur in default within 14 days after discovery of the



failure and De Letters in Kleur has subsequently failed to remedy this failure within a reasonable time. The notice of default must be in writing and contain an accurate description/substantiation of the defect to enable De Letters in Kleur to respond adequately.

3. If the performance of Services by De Letters in Kleur results in liability of De Letters in Kleur, this liability shall be limited to the total amount invoiced under the agreement, but only with regard to the direct damage, indirect damage or injury suffered by the Client arising from or in connection with the Services offered by De Letters in Kleur, unless the damage is the result of De Letters in Kleur's intention or intentionally bordering on recklessness. Direct damage is understood to mean: reasonable costs incurred to limit or prevent direct damage, to determine the cause of the damage, the direct damage, the liability and the method of recovery.

4. The liability shall furthermore be limited to the maximum amount paid per claim by its liability-insurance company per year.

5. De Letters in Kleur explicitly excludes any liability for consequential damage. De Letters in Kleur is not liable for indirect damage, trading loss, loss of profit and/or suffered loss, missed savings, loss caused by interruption of business operations, loss of assets, damage by delay, loss of interest and immaterial damage.

6. The Client makes use of the Services of De Letters in Kleur freely. All treatments are performed at the sole risk of the Client. De Letters in Kleur is not liable for any damage and/or physical injury that may occur after the treatment. If the Client withholds any relevant information about medical conditions or physical complaints and the Client suffers physical injury or damage in any other way, this never constitutes a ground for liability of De Letters in Kleur.

7. The Client indemnifies De Letters in Kleur for all claims of third parties as a result of a defect caused by a service that was delivered by the Client to a third party and that also consisted of services delivered by De Letters in Kleur, unless the Client can prove that the damage was definitely caused by the service of De Letters in Kleur.

8. Any opinion provided by De Letters in Kleur, based on incomplete and/or inaccurate information supplied by the Client never constitutes a ground for liability of De Letters in Kleur.

9. The content of the opinion given by De Letters in Kleur is not binding and only an advisory opinion. The Client decides on his/her own responsibility whether he/she will follow the suggestions and opinions of De Letters in Kleur. All consequences resulting from following the opinion are for the account and risk of Client. The Client is at all times free to make his/her own choices that deviate from the opinion of De Letters in Kleur. De Letters in Kleur is not bound by any form of restitution if this is the case.

10. If a third party is engaged by or on behalf of the Client, De Letters in Kleur shall not be liable for the actions and recommendations of the third party engaged by the Client as well as the processing of results (of the opinion drawn up) of the third party engaged by the Client in De Letters in Kleur's own opinion.

11. De Letters in Kleur cannot guarantee the accurate and complete transmission of the content of an e-mail sent by or on behalf of De Letters in Kleur, nor its timely receipt.

12. All claims of the Client due to any failure on the part of De Letters in Kleur lapse if these are not reported in writing stating reasons to De Letters in Kleur within one year after the Client was aware or could reasonably have been aware of the facts on which he/she bases his/her claims. One year after termination of the agreement between the parties, the liability of De Letters in Kleur expires.

## **Article 17 - Secrecy**

1. De Letters in Kleur and the Client undertake to keep confidential all confidential information obtained with respect to an assignment. The confidentiality ensues from the assignment and must also be observed if it can be reasonably expected that it concerns confidential information. The confidentiality is not applicable if the information concerned is already public/commonly known, the information is not confidential and/or the information was not disclosed to De Letters in Kleur by the Client during the agreement and/or was obtained by De Letters in Kleur in another way.

2. If pursuant to a duty of care, legal provision or a judicial decision De Letters in Kleur is obliged to disclose or share confidential information with a third party designated by law or a competent court and De Letters in Kleur cannot claim a right of non-disclosure and/or professional secrecy, De Letters in Kleur is not liable for any compensation and this does not give the Client any reason for dissolving the agreement.

3. The obligation of confidentiality is also imposed on the third parties engaged by De Letters in Kleur and the Client.

## **Article 18 - Intellectual Property Rights**

1. All IP rights and copyrights of De Letters in Kleur, including but not limited to all reports and opinions, are held exclusively by De Letters in Kleur and are not transferred to the Client unless explicitly agreed otherwise.

2. If it is agreed that one or more of the aforementioned items or works of De Letters in Kleur are to be transferred to the Client, De Letters in Kleur is entitled to conclude a separate agreement for this and to demand an appropriate monetary compensation from the Client. Such compensation must be paid by the Client before he/she obtains the goods and/or works in which the IP rights are vested.

3. The Client is not allowed to disclose and/or multiply, change or provide to third parties (including use for commercial purposes) any documents and software in which the IP rights and copyrights of De Letters in Kleur are vested without explicit prior permission in writing from De Letters in Kleur. If the client wishes to make changes to goods delivered by De Letters in Kleur, De Letters in Kleur must give explicit approval for the intended changes.



4. The Client is not allowed to use the goods and documents in which the intellectual property rights of De Letters in Kleur are vested other than as agreed in the agreement.
5. The parties will notify each other and take joint action in the event of an infringement of IP rights.

## **Article 19 – Indemnity and accuracy of information**

1. The Client is responsible for the accuracy, reliability and completeness of all data, information, documents and/or papers in any form whatsoever that he/she provides to De Letters in Kleur under an Agreement, as well as for the data he/she has obtained from third parties and which have been provided to De Letters in Kleur for the performance of the Service.
2. The Client indemnifies De Letters in Kleur against any liability as a result of not or not timely fulfilling the obligations concerning the timely provision of all accurate, reliable and complete data, information, documents and/or records.
3. The Client indemnifies De Letters in Kleur against all claims from the Client and third parties brought in by him/her or working under him/her, as well as from customers of the Client, based on the failure to obtain (on time) any subsidies and/or permissions required with respect to the execution of the agreement.
4. The Client indemnifies De Letters in Kleur against all claims of third parties resulting from the work performed for the Client, including but not limited to intellectual property rights on the data and information provided by the Client that can be used in the execution of the Agreement and/or the actions or omissions of the Client in respect of third parties.
5. If the Client provides electronic files, software or information carriers to De Letters in Kleur, the Client guarantees that these are free of viruses and defects.

## **Article 20 - Complaints**

1. If the Client is not satisfied with the service of De Letters in Kleur or has any other complaints about the performance of his assignment, the Client shall notify De Letters in Kleur of these complaints as soon as possible, however, no later than within 8 calendar days after the reason that gave rise to the complaint. Complaints can be reported verbally or in writing at [info@delettersinkleur.com](mailto:info@delettersinkleur.com) stating the subject "Complaint".
2. De Letters in Kleur will deal with the complaint on the proviso that the complaint is sufficiently substantiated and/or explained by the Client.
3. De Letters in Kleur will respond to the content of the complaint as soon as possible after receipt of the complaint.
4. The parties shall endeavour to reach a solution together.



5. If no agreement can be reached, any dispute must be submitted to the competent court situated in the district of the place of establishment of De Letters in Kleur.

## **Article 21 - Applicable law**

1. The legal relationship between De Letters in Kleur and Client is governed by Dutch law.
2. De Letters in Kleur has the right to change these general terms and conditions and will notify the Client accordingly.
3. All disputes arising from or as a result of the agreement between De Letters in Kleur and the Client shall be settled by the competent court of The Hague, location The Hague, unless imperative law stipulates another competent court.

