

# Heliviews – General Terms and Conditions

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General Terms and Conditions of Heliviews, established at Spaarne 46, 2011 CK, in Haarlem, the Netherlands, registered with the Chamber of Commerce under number 64745767.

## Definitions

In these General Terms and Conditions, the following terms are used as defined below, unless explicitly stated otherwise.

<i>General Terms and Conditions:</i>	The General Terms and Conditions as stated below.
<i>Heliviews:</i>	Heliviews, trading under the names <a href="http://www.baliparasol">www.baliparasol</a> and <a href="http://www.marbellalifestyle.es/nl">www.marbellalifestyle.es/nl</a> , registered with the Chamber of Commerce under number 64745767.
<i>Company:</i>	The Client acting in the exercise of a trade or profession.
<i>Consumer:</i>	The Client not acting in the exercise of a trade or profession.
<i>Service:</i>	All work, of whatever form, that Heliviews has carried out for, or for the benefit of, the Client.
<i>Honorarium:</i>	The financial reimbursement that is agreed with the Client for the performance of the assignment.
<i>Distance sales:</i>	Every contract concluded between the Client and the Heliviews, where under an organised distance sale, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded, such as a website, telephone or other means of distance communication.
<i>Assignment:</i>	The contract of instruction to provide services or delivery.
<i>Contract:</i>	Any contract entered into between Heliviews and the Client.
<i>Products:</i>	All items that are the subject of the Contract entered into between Heliviews and the Client.
<i>Client:</i>	The one who has accepted the validity of these General Terms and Conditions and has purchase the product and/or had given instructions for the provision of the Service. The Client includes both consumers as companies.

## Scope

These General Terms and Conditions apply to every quotation and Contract entered into between Heliviews and the Client, unless the parties are departed from the General Terms and Conditions explicitly and in writing.

These General Terms and Conditions are also applicable to contracts with Heliviews for the implementation of which third parties must be involved.

The applicability of any of the Client's purchasing conditions or other general terms and conditions is expressly excluded.

If one or more provisions of these General Terms and Conditions are void or voidable, the other provisions of these General Terms and Conditions remain in effect. In this event, Heliviews and the Client will consult with each other to agree new provisions to replace the void or voided ones.

Departures from the Contract and the General Terms and Conditions are only valid if they are explicitly agreed with Heliviews in writing.

If Heliviews not always require the strict compliance of these General terms and Conditions, this will not mean that the provisions of the General terms and Conditions will not apply, or that Heliviews to any degree would lose the right in other cases to demand the strict compliance of these General terms and Conditions.

## **Offers and/or quotations**

Offers and/or quotations should preferably be made in writing and/or in electronic form, unless pressing circumstances make this impossible.

All offers and/or quotations from Heliviews are without obligation/non-binding, unless a period for acceptance is stated in the offer and/or quotation. If in the offer and/or quotation a period for acceptance is stated the offer or quotation will lapse after this period has expired.

The offer and/or quotation will apply as long as the stocks last.

Heliviews cannot be held to its offer and/or quotations if the Client, in accordance with the requirements of reasonableness and fairness and generally accepted standards, should have understood that the offer and/or quotation or an element thereof contains a manifest fault or clerical error.

If the acceptance departs from the offer and/or quotation included in the offer and/or quotation, whether or not on points of minor importance, then Heliviews is not bound by this. The Contract then does not come into being in accordance with this differing acceptance, unless Heliviews indicates otherwise.

A composite offer and/or quotation does not oblige Heliviews to perform an element of the Assignment for a corresponding part of the stated price.

Offers and/or quotations do not automatically apply to future orders or reorders

## **Formation of the contract**

The Contract comes into being through the timely acceptance by the Client of Heliviews offer and/or quotation.

## **Duration of the contract**

The Contract will be concluded for an indefinite period, unless the nature of the Contract states otherwise or if parties have agreed otherwise explicitly and in writing.

## **Ending of the contract**

Heliviews and the Client could terminate the Contract at any time by mutual consent.

Both the Client and Heliviews are entitled to terminate the Contract at any time, with the observance of a period of notice of one months.

## **Amendments to the contract**

If, during the implementation of the Contract, it becomes apparent that it is necessary to amend or supplement the Contract to ensure its proper implementation, then Heliviews will inform the Client of this as soon as possible. The parties will then amend the Contract in a timely manner and in mutual consultation.

If the parties agree that the Contract will be amended or supplemented, this can influence the time of the completion of the implementation. Heliviews will inform the Client of this as soon as possible.

If the amendment or supplementation of the Contract will have financial, quantitative and/or qualitative consequences, then Heliviews will inform the Client of this in advance.

If a fixed price and/or fee is agreed, then Heliviews will indicate the extent to which the amendment or supplementation of the Contract will influence the price. In this event Heliviews will attempt, as far as possible, to issue a quotation in advance.

Heliviews may not make any additional charges if the amendment or supplementation is a consequence of circumstances that can be attributed to Heliviews.

Amendments to the Contract originally entered into between the Client and Heliviews are only valid from the time at which these amendments are accepted in writing by both parties by means of a supplementary or amended Contract.

## **Implementation of the contract**

Heliviews will implement the Contract to the best of its knowledge and ability, and in accordance with the requirements of good workmanship.

Heliviews is entitled to arrange for certain work to be carried out by third parties. The applicability of article 7:404, 7:407, paragraph 2 and article 7:409 of the Dutch Civil Code is explicitly excluded.

Heliviews is entitled to implement the Contract in phases.

The Client will issue all information or instructions that are necessary for the implementation of the Contract, or which the Client can be reasonably expected to understand are necessary for implementation of the Contract, to Heliviews in a timely manner.

If the Contract is implemented in phases, Heliviews is entitled to invoice and require payment for each implemented element separately. If and for as long as this invoice is not paid by the Client, Heliviews is not obliged to implement the following phase, and is entitled to suspend the contract.

If the Contract is implemented in phases, Heliviews is entitled to suspend the implementation of those elements that belong to the following phase or phases until the Client has approved in writing the results of the preceding phase.

If the above-mentioned information and instructions are not issued, or not issued in a timely manner, then Heliviews is entitled to suspend the implementation of the Contract. The additional expenses that are incurred through the delay will be borne by the Client.

## **Prices and fees**

The prices and fees are inclusive of VAT, import and export duties, excise duties and other taxes or government levies, unless indicated otherwise.

The prices and fees are inclusive of travel, accommodation, packaging, delivery and administration costs, unless indicated otherwise.

The prices and fees are inclusive of delivery and transportation costs, unless indicated otherwise on the website.

For shipments abroad extra fee will be charged.

If a fee isn't expressly agreed, the Honorarium and/or fee will be determined by the actual amount of hours and the usual hourly fee of Heliviews.

Heliviews will provide a statement of all associated costs, or provide information on the basis of which these costs can be calculated by the Client, in a timely manner before the Contract is entered into.

## **Amendment of Honorarium, prices and fees**

If Heliviews agrees a fixed price and/or fee when the Contract is entered into, then Heliviews is entitled to increase this price or fee, also when the price or fee is not originally specified provisionally.

If Heliviews has the intention of amending the price and/or fee, it will inform the Client of this as soon as possible.

If the increase of the price or fee takes place within three months of the Contract being entered into, the Client can terminate the Contract by means of a written statement, unless:

- the increase arises from a right of Heliviews or an obligation resting upon Heliviews in accordance with the law;
- the increase is due to a rise in the price of raw materials, wages etc. or on other grounds that could not reasonably have been foreseen when the Contract was entered into;
- Heliviews is still prepared to implement the Contract on the basis of that which was originally agreed;
- it is stipulated that the implementation will be carried out more than three months after the Contract was entered into.

The Client is entitled to terminate the Contract if the price or the fee is increased more than three months after the Contract was entered into, unless it is stipulated in the Contract that the implementation will be carried out more than three months after the Contract was entered into.

Heliviews will inform the Client in the event of the intention to increase the price or the fee, stating the extent of the increase and the date upon which it will take effect.

### **Distance service-provision scheme and/or sales**

This provision will only apply to the Client in the capacity of Consumer.

In the event of distance sales delivery has to take place within thirty days.

In the event of distance sales Heliviews has the right to oblige the Client to pay at most 50 percent of the price in advance.

In the event of distance sales the Client has the right to withdraw the contract during a period of fourteen days, without giving any reason.

In the event of distance sales the Client has the right to withdraw the contract after thirty days, if Heliviews didn't delivered the Product within thirty days, unless parties agreed to a different delivery period.

If Heliviews did not has provided the required information regarding the right of withdrawal or did not issued the information in the correct form, the Client has the right to terminate the Contract, without given any reason, during a period of one year after the Client received the Products of Heliviews. If the Heliviews will provided the Client with the above-mentioned information during one year, the withdrawal period shall expire fourteen days after the day upon which the Client receives that information.

The Client can withdraw the contract by using the model form of Heliviews or in another manner chosen by the Client.

If the Client sends the goods back, the Client has to return the goods in a proper and original packaging with all accessories and in perfect condition, unused, clean and in original condition. The shipping costs will be at risk and for the account of the Client.

The Client must return the product including a copy of the invoice to the following address:

Heliviews  
Spaarne 46  
2011 CK Haarlem

If the Client used his right to withdrawal the Contract, the Client is obliged to return the goods within fourteen days, because the Client informed Heliviews to withdrawal the Contract.

If the Client used his right to withdrawal the Contract, Heliviews will reimburse all payments, including the shipping costs, within fourteen days after the dissolution of the Contract after Heliviews received the goods.

If the goods are not available, Heliviews will inform the Client of this as soon as possible and Heliviews will reimburse the payment within fourteen days. If Heliviews and the Client agree that a good of similar quality and price may be delivered, the shipping costs will be for the account for the Client. The foregoing is only applicable if the Client uses his right to terminate the Contract during the withdrawal period.

The provisions of this article shall not apply if the Contract regards to

- sealed goods for which were unsealed by the Client;
- hygienic products of which the Client has broken the seal;
- products which are delivered within the cooling-off period with the consent of the Client;
- products that cannot be returned because of their nature;
- products that rapidly can be decay or can become outdated;
- products specifically made for the Client;
- products custom made.

### **Delivery**

Delivery regarding the Client in the capacity as a Consumer takes place by giving the Client control over the goods. After the delivery the good are at risk of the Client.

Delivery regarding the Client in the capacity as a company takes place by making the goods these are made available to the Client. After the delivery the goods are at risk of the Client.

Delivery takes place at the address given by the Client, unless otherwise agreed.

The Client is obliged to accept the purchased goods at the moment when they are handed over to him, unless this will entail serious objections or unreasonable costs.

If the Client refuses to accept the goods at the place of delivery or the Client is negligent in providing data or instructions, which are necessary for the delivery, the goods which were intended for the delivery, will be stored at the risk and expense of the Client, after Heliviews inform the Client of this.

The Client is obliged to accept the purchased goods at the moment they are available to him or when they are handed over to him.

If the Client refuses to accept the goods at the place of delivery or the Client is negligent in providing data or instructions, which are necessary for the delivery, the goods which were intended for the delivery will be stored at the risk and expense of the Client. In this case the Client shall bear any additional costs.

## **Periods**

The delivery and/or implementation will take place within a period stated by Heliviews.

If a period is agreed or stated for the delivery and/or implementation, then this period is only indicative and is not to be regarded as a strict deadline.

If Heliviews needs information or instructions from the Client that are necessary for the delivery and/or implementation, then the period will commence after the Client has provided these to Heliviews.

If a period is exceeded, the Client must issue Heliviews written notice of default, whereby Heliviews will be offered a reasonable period to deliver the goods.

A notice of default is not necessary if the delivery has become permanently impossible, or it otherwise becomes apparent that Heliviews will not meet its obligations arising from the Contract. If Heliviews does not deliver within this period, then the Client is entitled to terminate the Contract without judicial intervention and/or seeking compensation.

## **Passing of Risk**

This provision only applies to the Client in the capacity as Consumer.

Until the moment the goods are brought under the Client's control, the goods subject to the Agreement will be for the account and at the risk of Heliviews.

The risk of loss, damage or decrease in value of the goods that are subject to the Contract passes on to the Client in the capacity as a Consumer at the moment the goods are brought under the control of the Client in the capacity as a Consumer or a third party appointed by the Client.

## **Transfer of risk**

This provision only applies to the Client in the capacity as a Company.

The items that are the subject of the Contract are at the cost and risk of Heliviews until the time that these are made available to the Client.

The risk of loss, damage or reduction in value of items that are the subject of the Contract is transferred to the Client in the capacity as a Company at the time that the items become available to the Client in the capacity as a Company or to a third party designated by the Client.

## **Payment**

Payment will take place by means of transfer to a bank account specified by Heliviews at the time of the sale or delivery, unless agreed otherwise. Transfer will take place by means of an invoice.

Payment can be made both in advance and afterwards, unless the regulation regarding distance sale is applicable.

Payment afterwards must be made within five days of the invoice date, in a manner to be specified by Heliviews and in the currency in which the invoice is issued, unless agreed otherwise.

The Client is not authorised to deduct any amount from the payable amount by reason of a counterclaim made by the Client.

Heliviews is entitled to invoice the Client for work carried out in the period in question. Invoicing will take place monthly.

Heliviews and the Client may agree that payment be made in instalments in proportion with the progress of the work. If payment in instalments is agreed, the Client must make payment in accordance with the periods and percentages as established in the Contract.

Objections to the level of the invoice do not have the effect of suspending the payment obligations.

After the expiry of a period of fourteen days after the invoice date, the Client will be, without a notice of default, by operation of law in default. The Client has to bear from the moment of default on the immediately claimable amount an interest at the rate of 2% per month, unless the statutory interest rate is higher.

In the event of bankruptcy, suspension of payment or placement under conservatorship, the amounts owed to Heliviews and the obligations of the Client towards Heliviews are immediately claimable.

### **Collection costs**

If the Client is in default or in breach of the Contract in fulfilling its obligations (in a timely manner) then all reasonable costs incurred to obtain an out-of-court settlement are payable by the Client.

With regard to the extrajudicial (collection) charges, Heliviews is entitled, in so far as the Client act in the capacity as a Company, in departure from article 6:96 paragraph 5 of the Dutch Civil Code and the Payment of Extrajudicial Collection Charges Decree, to a payment of 15% of the total outstanding principal sum, with a minimum of € 90,- for every invoice that is wholly or partly unpaid.

With regard to the extrajudicial (collection) charges, Heliviews is entitled, in so far as the Client act in the capacity as a Consumer, to a payment of the maximum sum that is determine in the Payment of Extrajudicial Collection Charges Decree.

In so far as the Client act in the capacity as a Consumer, Heliviews is only entitled to a reimbursement of extrajudicial collection charges after the Heliviews send the Client a reminder to pay within 14 days the outstanding invoice or invoices after the Client came into default.

Any reasonable legal costs and execution costs incurred are also payable by the Client.

### **Retention of title**

All items supplied by Heliviews within the framework of the Contract remain the property of Heliviews until the Client has properly fulfilled and fully complied with that which is required of it by virtue of the Contract.

Payable amounts also include the reimbursement of all charges and interest, including those of earlier or later supplies and services provided, as well as compensation claims due to breach of contract.

For as long as the ownership of the supplied items has not been transferred to the Client, the Client may not sell on, pledge or in any other way encumber that which falls under the retention of title, except within the normal conduct of its business.

### **Suspension**

If the Client does not fulfil an obligation arising from the Contract, or does not meet it fully or in a timely manner, then Heliviews is entitled to suspend the corresponding obligation. In the event of partial or inadequate fulfilment, suspension is only permitted in so far as this is justified by the shortcoming.

Moreover, Heliviews is entitled to suspend the fulfilment of the obligations if:

- after the Contract is entered into, Heliviews becomes aware of circumstances that give good grounds to fear that the Client will not fulfil its obligations;
- the Client is requested, on entering into the Contract, to provide security for the fulfilment of its obligations arising from the Contract, and this security is not provided or is insufficient;
- circumstances arise of such a nature that fulfilment of the Contract is impossible, or that the unamended maintenance of the Contract cannot be reasonably required of Heliviews.

Heliviews reserves the right to claim compensation.

## **Termination**

If the Client does not fulfil an obligation arising from the Contract, or does not meet it fully, in a timely manner or properly, then Heliviews is entitled to terminate the Contract with immediate effect, unless the shortcoming, in view of its limited significance, does not justify the termination.

Moreover, Heliviews is entitled to terminate the Contract with immediate effect if:

- after the Contract is entered into, Heliviews becomes aware of circumstances that give good grounds to fear that the Client will not fulfil its obligations;
- the Client is requested, on entering into the Contract, to provide security for the fulfilment of its obligations arising from the Contract, and this security is not provided or is insufficient;
- due to a delay on the part of the Client, Heliviews can no longer be required to fulfil the Contract under the originally agreed conditions;
- circumstances arise of such a nature that fulfilment of the Contract is impossible, or that the unamended maintenance of the Contract cannot be reasonably required of Heliviews;
- the Client is declared bankrupt, submits an application for a suspension of payment, requests the application of debt rescheduling for natural persons or is served with a writ of sequestration on all or part of its property;
- the Client is placed under conservatorship;
- the Client deceases.

Termination will take place by means of a written declaration, without judicial intervention.

If the Contract is terminated, the Client's debts to Heliviews become immediately due and payable.

If Heliviews terminates the Contract on the above-mentioned grounds, Heliviews is not liable for any costs or compensation.

If the termination is attributable to the Client, the Client is liable for the damage suffered by Heliviews.

## **Force majeure**

Breaches may not be attributed to Heliviews or the Client if they are not their fault, or if they are not accountable by law, juristic act, or according to the generally accepted standards. In this case the parties are also not bound to fulfil the obligations arising from the Contract.

In these General Terms and Conditions, the term "force majeure" is defined as – in addition to what is understood in law and jurisprudence in this regard – all external causes, foreseen or unforeseen, upon which Heliviews can exercise no influence and through which Heliviews is not able to fulfil its obligations.

Circumstances regarded as resulting in force majeure include strikes, lockouts, fire, water damage, natural disasters or other external contingencies, mobilisation, epidemics, war, traffic congestion, blockades, import or export restrictions or other government measures, stagnation or delay in the supply of raw materials or machinery components and lack of labour forces, as well as any circumstances through which normal business operations are impeded, as a result of which the fulfilment of the Contract by Heliviews cannot be reasonably sought by the Client.

Heliviews is also entitled to invoke force majeure if the circumstance that hinders (further) fulfilment of the Contract occurs after Heliviews should have fulfilled its obligations.

In case of force majeure the parties are not obliged to proceed with the Contract, and are not bound to pay any compensation.

During the period that the force majeure continues, both Heliviews and the Client can fully or partly suspend the obligations arising from the Contract. If this period lasts for longer than 2 months, both parties are entitled to terminate the Contract with immediate effect, by means of a written notification, without judicial intervention and without the parties being able to claim any damages.

If the situation of force majeure is of a temporary nature, Heliviews reserves the right to suspend the agreed service for the duration of the situation of force majeure. In the event of permanent force majeure both parties are entitled to terminate the Contract without judicial intervention.

If at the time of the occurrence of force majeure Heliviews has already partly fulfilled, or will fulfil, its obligations arising from the Contract, and independent value accrues to the part fulfilled or to be fulfilled, then Heliviews is entitled to separately invoice the part already fulfilled or to be fulfilled. The Client is bound to pay this invoice as if there were a separate Contract.

## **Guarantees**

Heliviews accordingly guarantees that the delivered goods will be conforming to the Contract. Heliviews also guarantees that the delivered goods meet the usual requirements and standards that can be reasonably met and that the goods have the qualities, all circumstances taking into account, that are required for normal use.

Heliviews accordingly guarantees that the work carried out by it will conform with the Contract and will be properly carried out with good workmanship and using proper materials.

The guarantee stated in these General Terms and Conditions applies to usage within and outside Europe.

Regarding Products the guarantee is valid for a period of one year from the moment of the delivery, unless the nature of the Product states otherwise of the parties agreed otherwise. After the period of the guarantee expiry all costs for repair or replacement, including administration, shipping and travel costs, will be charge to the Client.

Regarding Services the guarantee is valid for a period of one year, unless the nature of the Service states otherwise of the parties agreed otherwise. After the period of the guarantee expiry all costs for repair or replacement, including administration, shipping and travel costs, will be charge to the Client.

Before the Client uses the Product, the Client must read at any time carefully the attached instructions for use.

Many Products are hand-made. For this reason it is possible that small deviations can arise during the manufacturing process.

If the delivered Product has been produced by a third party, the third party will provide the guarantee, unless indicated otherwise.

If the delivered Product does not conform to the guarantee, company will, after notification of this, replace or repair the Product free of charge within a reasonable period.

When the guarantee period has expired, all costs of repair or replacement, including administrative, shipping and call-out charges, will be borne by the Client.

No form of guarantee covers damage caused by incompetent use or lack of care, or as a result of alterations made by the Client or by third parties, nor does Heliviews provide any guarantee for damage arising as a result of these defects.

The guarantee also becomes inoperative if the defect has arisen through or is a result of circumstances beyond the control of Heliviews. These circumstances include weather conditions.

## **Examination and claims**

The Client in the capacity of a Consumer is obliged to examine the delivered goods at the time of delivery, but in any case within 60 days after the delivery. The Client must examine whether the quality and quantity of the Service comply with what the parties agreed, at least meet the requirements that are common in trade.

The Client in the capacity of a Company is obliged to examine the Service at the moment of performance, but in any case within 14 days after the performance of the Service. The Client must examine whether the quality and quantity of the Service comply with what the parties agreed, at least meet the requirements that are common in trade.

Visible defects and shortcomings have to be reported within 60 days after the delivery in writing to Heliviews. The defective product must be returned together with the proof of purchase, unless this is impossible or unreasonably onerous. This applies for the Client in the capacity of a Consumer.

Visible defects and shortcomings have to be reported within 14 days after the performance of the Service in writing to Heliviews. The defective product must be returned together with the proof of purchase, unless this is impossible or unreasonably onerous. This applies for the Client in the capacity of a Company.

Non-visible defects and shortcomings have to be reported within three working days after its discovery to Heliviews. The defective product must be returned together with the proof of purchase, unless this is impossible or unreasonably onerous.

The right to (partial) restitution of the price, repair or replacement of the Product or compensation lapses, if the defects will not be reported within the prescribed period, unless the nature of the Product states otherwise or from circumstances of the case a broader period arises.

Any shipping costs incurred for returning the defective Product Heliviews will be reimbursed if the Client requested Heliviews in writing to return the defective Product. Other costs than shipping costs will never be reimbursed by Heliviews, unless agreed in writing. The shipping costs will never be reimbursed when the Client didn't ask Heliviews in writing to send.

The payment obligation will not be suspended if the Client reports the defect to Heliviews within the prescribed period.

If the Client complains in time, the Client will stay obliged to purchase and pay for the purchased goods, unless these goods have no independent value.

## **Liability**

The implementation of the Contract is entirely at the risk and responsibility of the Client. Heliviews is only liable for direct damage that has arisen through wilful recklessness or an intentional act or omission of Heliviews

'Direct loss' is understood to mean exclusively:

- material damage to the properties of the Client;
- reasonable expenses that the Client has made to determine the assessment of the damage and the (extent of direct) damage;
- reasonable expenses that the Client reasonably has made, and reasonably could and should have made, to prevent or limit the loss, as far as the Client can prove that these expenses have led to a limitation of the direct damage;
- reasonable expenses, that the Client reasonably has made to obtain an out-of-court settlement, as described in Section 96, subsection 1, under c, of Book 6 of the Dutch Civil Code.

The liability of Heliviews is excluded for indirect damage, including in any event consequential damage, loss of profit, lost savings and loss due to business interruption, or immaterial damage to the Client. In the case of consumer purchase, this limitation does not extend further than is permitted pursuant to article 7:24, paragraph 2 of the Dutch Civil Code.

Heliviews is not liable for damage, of whatever nature, resulting from Heliviews basing its actions upon inaccurate and/or incomplete information provided by the Client, unless this inaccuracy or incompleteness ought to have been known to Heliviews.

Heliviews is not liable for mutilation, destruction, theft or loss of data or documents.

If Heliviews is liable for any damage, then the liability of Heliviews is limited to an amount of € 7.500,- or to the amount to which the insurance taken out by Heliviews gives entitlement, with the deduction of the policy excess borne by Heliviews under the terms of the insurance.

The Client must report the damage for which Heliviews can be held liable to Heliviews as soon as possible, but in any event within 10 days of the damage having arisen, on penalty of the forfeiture of any right to compensation for this damage.

Any liability claim against Heliviews lapses within one year of the Client having become aware, or possibly reasonably having become aware, of the harmful event.

The limitations of the liabilities in this article will not apply if the damage is due to an intentional act or recklessness of Heliviews or due to his managing employee.

## **Indemnity**

The Client indemnifies Heliviews against any claims by third parties who suffer damage in connection with the implementation of the Contract which is attributable to the Client.

If Heliviews may be sued for this reason, then the Client is bound to provide Heliviews with both judicial and extrajudicial support. Furthermore, all costs and damage on the part of Heliviews and third parties will be at the expense and risk of the Client.

## **Limitation period**

In departure from the legal limitation period, a limitation period of one year applies to all claims against Heliviews and any third parties brought in by Heliviews.

The foregoing shall not apply to claims which are based on the non-conformity of the delivered goods of the Contract. In this case claims lapse after two years after the Client has informed Heliviews about the defect of the delivered good.

## **Intellectual property**

Heliviews reserves the rights and powers accruing to it under the provisions of the Copyright Act and other intellectual property legislation and regulations.

Heliviews reserves the right to utilise the knowledge acquired for the performance of the work and general information for other purposes and other work, in so far as no confidential information is hereby communicated to third parties.

## **Confidentiality**

Both Heliviews and the Client are obliged, for the duration of and after the termination of the Contract, to maintain confidentiality regarding all facts and particulars concerning the business which they know or can reasonably suspect are confidential. This duty of confidentiality also includes all details of employees, Clients, commissioning bodies and other business contacts which are learned of by reason of the Assignment.

## **Privacy and cookies**

Heliviews will store the details and information that the Client provides to Heliviews carefully and confidentially.

Heliviews acts in accordance with the AVG which is effective from May 25, 2018. Heliviews will keep a register of processing activities on the basis of the AVG.

Heliviews will only use the details and information of the Client in the context of the execution of its delivery obligation or the handling of a complaint.

Heliviews may only use the personal details of the Client within the framework of the implementation of its obligation to supply, or of dealing with a complaint.

It is not permitted for Heliviews to lend out, rent, sell or in any other way make public the personal data of the Client.

The information that Heliviews collects through cookies may only use this personal data for necessary specific purposes.

Heliviews is not permitted to lend out, hire out or sell the personal details of the Client, or to publicise them in any other manner.

Heliviews will not keep the personal data longer than necessary.

The Client is entitled to file a complaint with the Dutch Data Protection Authority regarding his / her personal data. The Dutch Data Protection Authority is obliged to handle this complaint.

The Client agrees that Heliviews may approach the Client for statistical or customer satisfaction research. If the Client does not wish to be approached for research, the Client may make this known.

The Client agrees that Heliviews may approach the Client for statistical or customer satisfaction research. If the Client does not wish to be approached for research, the Client may make this known.

## **Newsletter**

The Client can sign up for the newsletter.

The newsletter will keep the Client informed of the latest new and the most recent developments.

The Client will receive the newsletter by e-mail.

The Client can opt out in writing of though a hyperlink of the newsletter at any time. In this case the Client will receive no more messages.

### **Amendment of the general terms and conditions**

Heliviews is entitled to amend the general terms and conditions unilaterally.

Amendments will also apply to Contracts that are already concluded.

Heliviews will inform the Client by e-mail about the amendments.

The amendments to the general terms and conditions will be in force thirty days after the Client is informed of the amendments.

If the Client does not agree with the announced amendments, the Client is entitled to terminate the Contract.

### **Interpretation, translation**

As well as the original Dutch version of these General Terms and Conditions, there is one other version of the General Terms and Conditions, translated into English.

The Dutch version of the General Terms and Conditions of Heliviews is the authentic version. This version of the General Terms and Conditions will take precedence in the event of the explanation or interpretation of the General Terms and Conditions. In the event of a difference in meaning or interpretation between the two versions, then the Dutch version of the General Terms and Conditions will prevail.

### **Arbitrage**

All disputes arising in connection with the present agreement, or further agreements resulting there from, shall be settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute

The arbitral tribunal shall be composed of three arbitrators.

The arbitral tribunal shall be appointed according to the list procedure.

The place of arbitration shall be Amsterdam.

The proceedings shall be conducted in the Dutch language.

The arbitral tribunal shall decide as amiable compositor.

Consolidation of the arbitral proceedings with other arbitral proceedings, as provided for in Article 1046 of the Dutch Code of Civil Procedure and Article 39 of the Arbitration Rules of the Netherlands Arbitration Institute, is excluded.

If the Client is a Consumer, the party that wants to submit the dispute through arbitration, is obligated to give the Client a period of at least one month to choose for settlement of the dispute before the ordinary court, after the party has notified the Client in writing that the party wants to settle by arbitration.

If a dispute will be settled before the court, the dispute will be submitted to the competent court in the Netherlands.

### **Applicable law, disputes**

Dutch law is exclusively applicable to all legal relationships to which Heliviews is a party. This also applies if an obligation is wholly or partly fulfilled outside of the Netherlands or if the Client has its place of business outside of the Netherlands.

### **Location**

These General Terms and Conditions are filed at the Chamber of Commerce under number 64745767.