

Terms and Conditions iSole3D B.V. – Renting

Private company iSole3D B.V. (hereinafter: iSole3D) is registered with the Chamber of Commerce under number 92343791 and is located at Thomas Edisonstraat 6 (3284WD) in Zuid-Beijerland.

Article 1 – Definitions

In these general terms and conditions, the following terms are used in the following sense unless expressly stated otherwise:

1. **Application:** the developed software application for the Rented Property.
2. **Offer:** any offer or quotation to Customer to perform Services by iSole3D.
3. **Services:** the services provided by iSole3D offered are the rental of the Rented Property as well as installation, assembly and delivery.
4. **Rented property:** Moveable 3D printer(s) owned and developed by iSole3D.
5. **iSole3D:** Company providing 3D printing solutions and services.
6. **Customer:** the natural or legal person who does or does not act in the exercise of profession or business that iSole3D has appointed, to whom iSole3D offers Services or to whom iSole3D has made a proposal for Agreement.
7. **Agreement:** any Contract and other obligations between Customer and iSole3D, as well as proposals by iSole3D for Services provided by iSole3D provided to Customer that are accepted by Customer and have been accepted and performed by iSole3D with which these Terms and Conditions form an indissoluble whole.
8. **Usage costs:** parts and/or costs that are eligible for reimbursement.

Article 2 – Applicability

1. These terms and conditions apply to every Offer made by iSole3D, every Contract between iSole3D and Customer and to any Service provided by iSole3D offered.
2. Before an Agreement is concluded, the Customer will be provided with these general terms and conditions. If this is not reasonably possible, iSole3D indicate to the Customer the way in which the Customer can inspect the general terms and conditions.
3. Deviation from these general terms and conditions is not possible. In exceptional situations, the general conditions can be deviated from insofar as this is explicitly agreed upon in writing with iSole3D has been agreed upon.
4. These general conditions also apply to additional, modified and follow-up orders from the Customer.
5. Customer's general terms and conditions are excluded.
6. If one or more provisions of these general terms and conditions are partially or entirely void or nullified, the remaining provisions of these general terms and conditions shall remain in force, and the void/ nullified provision(s) shall be replaced by a provision with the same purport as the original provision.

7. Uncertainties regarding the content, interpretation or situations not regulated in these general terms and conditions shall be assessed and explained in the spirit of these general terms and conditions.
8. The applicability of Sections 7:404 and 7:407 (2) of the Civil Code is explicitly excluded.
9. Where reference is made in these General Terms and Conditions to she/he/him, this shall also be construed as a reference to he/him/his, if and to the extent applicable.
10. In case iSole3D has not always required compliance with these terms and conditions, it retains its right to demand full or partial compliance with these terms and conditions.

Article 3 – The Offer

1. All items provided by iSole3D made by iSole3D are without obligation, unless otherwise expressly stated in writing. If the Offer is limited or valid under specific conditions, this is explicitly mentioned in the Offer.
2. iSole3D is only bound to an Offer if it is confirmed by the Customer in writing within 30 days. Nevertheless iSole3D has the right to enter into an Agreement with a (potential) Customer at a time that is convenient for iSole3D within Reason.
3. The Offer contains an accurate description of the Services offered and the Rented Property with corresponding prices. The description is detailed enough to enable the Customer to make a proper assessment of the Offer. Obvious mistakes or errors in the Offer can iSole3D not be binding. Any images and specific data in the Offer are only an indication and cannot be a ground for any compensation or the dissolution of the Agreement (at a distance). iSole3D cannot guarantee that the colors in the image exactly match the real colors of the Rented Property.
4. Offers or quotations do not automatically apply to follow-up orders.
5. Delivery times in the offer of iSole3D are in principle indicative and, if exceeded, do not entitle the Customer to rescission or damages, unless expressly agreed otherwise.

Article 4 - Establishment of the Agreement

1. The Agreement is concluded at the moment the Customer receives an Offer or Agreement from iSole3D by sending a signed copy (scanned or original) to iSole3D or explicitly and unambiguously agrees to the Offer by e-mail.
2. iSole3D has the right to revoke the (signed) Agreement within 5 working days of receiving the acceptance.
3. iSole3D is not bound by an Offer if the Customer could reasonably have expected or should have understood that the Offer contains an obvious mistake or clerical error. The Customer cannot derive any rights from this mistake or clerical error.
4. The right of withdrawal is excluded for the Customer.

Article 5 - Duration of the Agreement

1. The Agreement shall be entered into for a definite period which shall start upon receipt of the Rented Property and shall be renewed for the same period each time, unless the Customer has cancelled the Agreement in writing three months before the end of the current period.
2. In case a purchase option was explicitly mentioned in the Agreement the Customer shall have the option to purchase de Rented Property at the end of the rental period, as mentioned in section 1 of Article 5, at the residual value mentioned in the Agreement unless expressly agreed otherwise. In the absence of a pre-agreed residual purchase price the parties shall negotiate a residual purchase price in good faith.
3. Both Customer and iSole3D may dissolve the Agreement on the grounds of an attributable failure to perform if the other party has been given written notice of default and has been given a reasonable period of time to fulfil its obligations and it still fails to properly fulfil its obligations at that time. This also includes the Customer's payment and cooperation obligations.
4. The termination of the Agreement does not affect the Customer's payment obligations to the extent that iSole3D has already performed Services or delivered performances at the time of the dissolution. The Customer must pay the agreed compensation.
5. In the event of premature termination of the Agreement, the Customer shall owe the full costs from the Offer/Agreement including all projected revenues that could have been converted until the end of the Agreement. The calculation for the projected revenue is as follows: all usage of the system measured by the Application since entering into the Agreement divided by the number of months times the number of months remaining until the end of the Agreement.
6. Both Customer and iSole3D may terminate all or part of the Agreement in writing with immediate effect without further notice of default in the event that either party is in suspension of payments, bankruptcy is filed, or the business in question ends by liquidation. If a situation as mentioned above occurs, then iSole3D never obliged to refund already received funds and/or damages.

Article 6 - Performance of services

1. iSole3D will endeavour to perform the agreed service with the utmost care as may be expected of a good service provider. iSole3D vouches for a professional and independent service. All Services are performed on the basis of an obligation of effort, unless a result has been explicitly agreed upon in writing and described in detail.
2. The Agreement pursuant to which iSole3D performs the Services, shall guide the scope and extent of the Services. The Agreement will only be performed for the benefit of Customer. Third parties cannot derive any rights from the content of the Services performed in connection with the Agreement.
3. The performance of the Services is based on the information provided by the Customer during the intake interview. The information and data provided by the Customer are the basis on which the plan provided by iSole3D Services offered and prices are based on. iSole3D has the right to adjust its Services and its prices if the information provided turns out to be incorrect and/or incomplete.

4. In performing the Services iSole3D not obliged or obliged to follow the Customer's instructions if this changes the content or scope of the agreed Services. If the directions produce further Services for iSole3D, the Customer is obliged to reimburse the additional additional costs accordingly based on a new quotation.
5. iSole3D is entitled, at its discretion, to engage third parties to perform the Services.
6. iSole3D has the right to have certain Services performed by third parties at its discretion. Communications with by iSole3D third parties engaged by iSole3D is exclusively through iSole3D.
7. If the nature and duration of the assignment require it, keeps iSole3D Customer on the progress in the interim through the agreed manner.
8. The performance of the Services is based on the information provided by the Customer. If the information needs to be changed, this may affect any established schedule. Never is iSole3D liable for the adjustment of the planning. If the commencement, progress or completion of the Services is delayed because, for example, the Customer has not provided all requested information, or has not provided it on time, or in the required format, does not provide sufficient cooperation, any deposit has not been received on time by iSole3D or there is delay due to other circumstances, which are at the expense and risk of the Customer, then iSole3D is entitled to a reasonable extension of the (delivery) period. This also includes the delay of a previous appointment. All damages and additional costs resulting from delay due to a cause as mentioned above are at the expense and risk of the Customer.
9. If the Services are suspended at the Customer's request, the Customer is obliged to pay the immediately due compensation for the Services already performed and costs incurred at that time, at the first request of iSole3D. Furthermore, is iSole3D is entitled to charge the Customer for all costs arising for it from the suspension (this also includes reserved hours).
10. If, after the suspension period, the performance of the Agreement cannot be resumed, the iSole3D is entitled to immediately terminate the Agreement without judicial intervention, by means of a written statement to the Customer. In the event of resumption of the execution of the Agreement, the Customer is obliged to pay all costs of iSole3D in full.

Article 7 - Obligations of Customer

1. The Customer is obligated to accept all of the items provided by iSole3D requested as well as relevant attachments and related information and data in a timely manner and/or prior to the commencement of the Services and in the desired form for the purpose of the correct and efficient performance of the Agreement. Failing this, it is possible that iSole3D is unable to achieve full execution and/or delivery of the relevant pieces. The consequences of such a situation are at all times at the expense and risk of the Customer.
2. iSole3D is under no obligation to verify the accuracy and/or completeness of the information provided to it or to update Customer regarding the information if it has changed over time, nor is iSole3D responsible for the accuracy and completeness of the information provided by iSole3D compiled for third parties and/or provided to third parties in connection with the Agreement.

3. iSole3D may, if necessary for the performance of the Agreement, request additional information. Failing this, iSole3D is entitled to suspend its Services until the information is received, without being liable to pay any compensation on any account whatsoever to the Customer. In the event of changed circumstances, the Customer must notify this immediately, or no later than 3 working days after the change has become known, to iSole3D.
4. Customer is obliged to ensure that:
 - a. All information, data and records required for the performance of the Agreement (which also includes maps, drawings, surveys, house connections and more in a timely manner and in the manner specified by iSole3D desired manner to iSole3D are made available to iSole3D;
 - b. iSole3D gets access to the location on the agreed upon dates and times, which location meets the applicable legal (safety) requirements and working conditions (whether or not in accordance with a collective bargaining agreement). Failing this iSole3D is entitled to suspend its Services as long as this is not fulfilled, without being obliged to compensate any (delay) damage.
 - c. The third parties it engages perform their Services and/or deliveries in such a way that iSole3D experiences no delay and no obstacle in the performance of the Agreement and/or Services;
 - d. iSole3D timely has adequate opportunity for supply, storage and/or disposal of materials and/or tools;
 - e. iSole3D has timely access to any necessary scaffolding, edge and fall protection and more to be provided by Customer, unless the parties have expressly agreed otherwise in writing;
 - f. The site is in such a condition that iSole3D can perform and/or continue its Services unhindered;
 - g. iSole3D has on site connection facilities for electricity, gas and water. The Customer must reimburse the cost of these. Lost labor hours due to water, gas or power outages are the responsibility of the Customer;
 - h. The site shall have adequate facilities for the proper and complete collection of waste;
 - i. The site should (if possible) have a suitable space where materials and more from iSole3D can be stored without damage or theft of these items. In case of theft, loss or damage, the costs of this will be charged to the Customer;
 - j. At the site, the equipment provided by iSole3D and/or their (sub)contractors in all reasonableness, without any (additional) costs to iSole3D. iSole3D be charged.
 - k. Customer shall make all necessary provisions to prevent nuisance and or damage to the surrounding area, including environmental damage, consequential damage to property and goods and/or substances due to vibrations.
 - l. The Customer is further obliged to take care of cleaning the road and placing proper warnings in case of (potentially) dangerous situations.
5. If the Customer does not timely fulfil the obligations mentioned in this article, then iSole3D is entitled to suspend the execution of the Agreement until the moment that the Customer has fulfilled her obligations. The costs related to the delay incurred and/or the costs of performing additional Services or other consequences resulting from this will be at the expense and risk of the Customer.
6. If Customer fails to fulfill its obligations and iSole3D fails to demand performance from the Customer, this affects the right of iSole3D to demand performance at a later date.

Article 8 - Instructions for use of the Rented Property

1. The Customer is obliged to use the Rented Property properly in accordance with its purpose under the Agreement.
2. The Customer has an independent responsibility for the management and use of the by iSole3D (supplied) items.
3. Subletting is prohibited unless the Customer has express written permission from iSole3D to sublet the Rented Property to third parties.
4. In the case of subletting, the Customer shall be liable for the use by such third party in the same manner as agreed for its own use in these terms and conditions.
5. The Customer is obliged to use the Rented Property in such a way that no hindrance or nuisance in whatever form is caused by or on behalf of the Customer and by (the use of) the Rented Property to iSole3D neighbours and the surrounding area.
6. The Rented Property shall not be moved or relocated without the written consent of iSole3D. Any damage arising from relocation performed other than by or on behalf of iSole3D shall be at the expense of the Customer.
7. The Customer shall be obliged to take appropriate measures in good time to prevent damage to, in or by the Rented Property as a result of frost, precipitation, storm, other weather conditions, short circuit, fire, leakage, and the like.
8. The Customer is prohibited from changing or adding anything to the interior or appearance of the Rented Property in whole or in part without the prior written consent of iSole3D. iSole3D is only obliged to cooperate if these changes are necessary for an efficient use of the Rented Property. iSole3D has the right to attach conditions to the granting of written permission or impose a charge, including an increase in the rent if the changes and additions should give reasonable cause to do so.
9. Changes and additions made or adopted by the Customer do not form part of the Rented Property and must be undone or removed by the Customer before or at the end of the Contract, unless upon or after giving written permission by iSole3D otherwise agreed by the parties.
10. The Customer is obliged to make the Rented Property available clean to iSole3D and deliver it in accordance with the Agreement. If the rented object is not clean, the iSole3D entitled to charge cleaning costs to the Customer, unless otherwise agreed in writing.
11. The Customer is not entitled to any compensation due to unjust enrichment of iSole3D or any third party in connection with changes made or adopted by the Customer to the Rented Property and additions to the Rented Property that have not been undone or removed at or after the end of the Agreement for whatever reason, unless expressly agreed otherwise in writing.
12. The use of any parts or materials in the Rented Property other than those authorized and supplied by iSole3D is strictly prohibited. Customers must not use, insert, or apply any third-party parts or materials without prior written approval from iSole3D. Violation of this policy may result in the voiding of warranties, termination of service agreements, and potential legal action. iSole3D reserves the right to inspect and verify compliance with this policy at any time.

Article 9 - Use and maintenance Application

1. iSole3D makes available to Customer on a user license basis the agreed and developed Application for use in the context of the Rented Property during the term of the Agreement. The right to use the Application is non-exclusive, non-transferable, non-pledgeable and non-sublicensable and limited by these terms and conditions.
2. The Customer is required to report any defects, errors or other malfunctions in the Application in writing to iSole3D, after which iSole3D In accordance with its usual procedures, will fix the errors and/or make improvements to the best of its ability. If desirable iSole3D is entitled to apply temporary solutions first, after which a structural solution can be devised and implemented in consultation with the Customer.
3. The Customer is obliged to provide his cooperation on first request to iSole3D.
4. Despite the agreed maintenance obligations of iSole3D, the Customer has an independent responsibility for the management and use of the Application.
5. For the purpose of maintenance iSole3D authorized to check (data) files for, among other things, computer attacks, computer viruses and unsafe and/or illegal actions, as well as to perform other actions necessary for the maintenance. Customer is also responsible for the instruction to and use of the Application by third parties engaged by Customer.
6. Maintenance shall in principle include (i) corrective, (ii) preventive and (iii) adaptive maintenance. In the case of corrective, preventive and/or adaptive maintenance, is iSole3D is entitled to (temporarily) take the Application, in whole or in part, out of service. The Customer is not entitled to any compensation during this interruption. iSole3D will allow the interruption to occur outside business hours as much as possible and no longer than is necessary for the maintenance.
7. iSole3D is entitled to make changes to the technology of the data network or telecommunications network and other changes to the data network or telecommunications network provided by iSole3D services offered. These changes can potentially affect the peripherals used by the Customer, for which iSole3D cannot be obliged to pay any compensation.
8. The Customer shall never try to hack the Application, apply reverse engineering and or perform any other actions. If the Customer breaches the aforementioned, the Customer will receive a minimum fine of €5,000 plus a compensation for the incurred damages by iSole3D.

Article 10 - Obligations of iSole3D

1. iSole3D shall perform the Agreement to the best of its knowledge and ability and is obliged to leave the Rented Property at the Customer's disposal to the extent necessary for the agreed use.
2. iSole3D shall deliver the Rented Property in a good state of repair and without defects observable by an expert, except if and/or to the extent that maintenance defects and/or other defects may have been mentioned.
3. If and to the extent that a proper execution of the Agreement requires it, has iSole3D has the right to have certain Services performed at its discretion by third parties.

Article 11 - Delivery of the Rented Property

1. The Customer shall be obliged to take delivery of the Rented Property at the time they are made available to it under the Agreement, even if they are offered to it earlier or later than agreed.
2. If the commencement, progress or delivery or completion of the Agreement is delayed because, for example, Customer has not or not timely provided all requested information, does not cooperate sufficiently, the deposit is not timely received by iSole3D or due to other circumstances beyond the control of iSole3D any delay arises, iSole3D is entitled to a reasonable extension of the (on) delivery period. All agreed (on) delivery terms are never deadlines. The Customer must inform iSole3D in writing and grant iSole3D a reasonable period to still be able to deliver. The Customer is not entitled to any damages due to the resulting delay.
3. If the Customer refuses purchase or is negligent in providing information or instructions necessary for delivery, the iSole3D is entitled to store the items at the expense and risk of the Customer.
4. If the agreed items are delivered by iSole3D or an external carrier is iSole3D, unless otherwise agreed in writing, entitled to charge any delivery costs. These will then be invoiced separately unless expressly agreed otherwise.
5. If iSole3D requires data from the Customer in the context of the performance of the Agreement, the delivery period only commences after the Customer has submitted to iSole3D to iSole3D.
6. If iSole3D has specified a deadline for delivery, it is indicative.
7. iSole3D is entitled to deliver the goods in parts, unless this is deviated from by the Contract or the partial delivery has no independent value. iSole3D is entitled to invoice the thus delivered separately.
8. Any defective or wrongly delivered items should be addressed to iSole3D in writing within 24 hours of delivery. In the event of damage to the Rented item due to careless handling by the Customer himself, the Customer shall be liable for any decrease in value of the Rented item.
9. The Customer shall be deemed to have received the Goods in good condition and shall be obliged to return the Goods in good condition. If upon or after return, an investigation reveals that the returned item is not in good condition, the Customer is obliged to pay the repair costs and any other damage to iSole3D iSole3D. Furthermore, the Customer is at all times liable for all damage to, and/or caused by, the Rented Property during all transportation, performed by or on behalf of the Customer.

Article 12 - Defects in the Rented Property

1. iSole3D warrants that the Rented Property conforms to the Agreement as entered into between the parties.
2. iSole3D is obliged to remedy defects at the Customer's request, unless this is impossible or the costs of remedying the defects are not reasonably borne by iSole3D cannot reasonably be expected from iSole3D.
3. Any damage and loss must be reported to iSole3D. If agreed upon, iSole3D be responsible for the further handling of the damage and/or repair of the damage. The Customer is obliged to follow the instructions of iSole3D.
4. The Customer himself is liable for the following costs and damages, and indemnifies iSole3D from:

- a. Damage due to the loss of the Rented Property and/or associated documents;
 - b. The damage that is not reimbursed by the Customer's insurance company for any reason;
 - c. Damage caused by the Customer's own careless actions.
5. Defects to changes and additions made or adopted by Customer and defects to the Rented Property resulting from such changes or additions and harmful effects on the Rented Property, iSole3D or third parties are not considered to be defects of the rented object as meant in article 7:204 of the Dutch Civil Code and do not give the Customer any claims against iSole3D. The Customer is liable for defects of the Rented Property resulting from those changes or additions and harmful consequences for the Rented Property, iSole3D or third parties. The Customer shall compensate iSole3D for any claims of third parties against iSole3D in connection therewith.
6. Invisible defects are those defects that the Customer did not discover upon thorough inspection of the Rented Property and could not reasonably have discovered should be disclosed to iSole3D immediately upon discovery of the defect in writing.

Article 13 - Maintenance

1. During the rental period, iSole3D performs the agreed maintenance and repair work on the Rented Property.
2. If, during the maintenance moment, defects are found that are at the expense of iSole3D these defects will be repaired free of charge. If repair is not possible, iSole3D is entitled to replace the Rented Property.
3. Maintenance and repair work is performed solely by iSole3D or one designated by iSole3D engaged by a third party. At all times, the Customer is solely responsible for the proper and careful use of the Rented Property and must refrain from improper or inappropriate use or use without the written permission of iSole3D make any changes or use the rented product for purposes for which it is not intended, expose the rented product to abnormal conditions or contrary to the instructions of iSole3D. iSole3D treated.
4. The costs of (minor) day-to-day maintenance shall be borne by the Customer. In any case, (minor) day-to-day maintenance means cleaning and minor repairs.
5. iSole3D is under no obligation to perform maintenance, repair or upkeep of changes and additions made or adopted by the Customer.

Article 14 - Additional Services and Changes.

1. If, during the performance of the Agreement, it appears that the Agreement needs to be modified, or at the request of the Customer, further Services are necessary to achieve the desired result of the Customer, the Customer is obliged to pay for these additional Services according to the agreed tariff. iSole3D is not obligated to comply with this request, and may require the Customer to enter into a separate Agreement and/or refer to an authorized third party to do so.
2. If a fixed price has been agreed upon for the Services, then iSole3D Customer about the additional costs and/or financial consequences of the additional work.

3. If and to the extent that a fixed price has been agreed upon for the performance of certain Services, and the performance of those Services results in additional Services that cannot reasonably be deemed to be included in the fixed price, or the price must be increased as a result of Customer's provision of inaccurate data relevant to pricing, (unless iSole3D should have discovered the incorrectness of the data before determining the price), is iSole3D is entitled to charge these costs to the Customer, after consultation with the Customer.

Article 15 - Prices and payment

1. All prices are in principle exclusive of sales tax (VAT), unless otherwise agreed. During the validity period of the Offer, the prices of the offered goods shall not be increased, except in the case of changes in VAT rates.
2. iSole3D shall send invoices in advance based on the Agreement. Any Usage Fees are charged in arrears.
3. If agreed, travel time for the benefit of the Customer, and travel-related costs will be charged to the Customer.
4. Customer is obliged to pay the costs of third parties, which, after approval of the Customer are deployed by iSole3D , to be fully reimbursed unless expressly agreed otherwise.
5. The Customer cannot derive any rights or expectations from an estimate issued in advance, unless the parties have expressly agreed otherwise.
6. iSole3D is entitled to increase the applicable prices and rates annually in accordance with the prevailing inflation rates. Other price changes during the Agreement are only possible if and to the extent they are expressly stipulated in the Agreement.
7. The Customer must pay these charges in a lump sum, without setoff or suspension, within the specified payment term as stated on the invoice, to the account number and details of iSole3D.
8. In the event of liquidation, insolvency, bankruptcy, involuntary liquidation or petition for payment against the Customer, payment and all other obligations of the Customer under the Agreement shall become immediately due and payable.
9. The prices as mentioned in the Offer are based on the cost factors applicable at the time of entering into the Agreement such as: import and export duties, freight and unloading costs, insurance and any levies and taxes.
10. iSole3D may require a deposit from the Customer. The amount of this deposit shall be further agreed upon. This deposit serves as security for all that the Customer, pursuant to this Agreement, is owed to iSole3D. After the end of the Agreement iSole3D, as soon as possible determine the amount of its claim and, after any settlement of its claim with the deposit (or the remainder thereof), remit it to the Customer. If it appears that the claim amount exceeds the deposit, the Customer still owes the balance to iSole3D.
11. iSole3D may require an increased first rent as part of the Agreement.

Article 16 - Collection policy

1. When Customer fails to fulfil its payment obligation, and has not fulfilled its obligation within the stipulated payment period of 7 days, Customer is legally in default.
2. From the date that the Customer is in default, iSole3D shall without further notice, be entitled to the statutory commercial interest from the first day of default until full payment, and compensation of the extrajudicial costs in accordance with Article 6:96 of the Civil Code to be calculated according to the graduated scale from the Decree on compensation for extrajudicial collection costs of July 1, 2012.
3. If iSole3D incurred more or higher costs which are reasonably necessary, these costs are eligible for reimbursement. The integral incurred judicial and execution costs are also at the expense of Customer.
4. If Customer pays by direct debit and a direct debit is reversed herein, iSole3D will charge an administrative fee.

Article 17 - Warranty

iSole3D warrants that the Rented Property conforms to the Contract, the specifications stated in the Offer, usability and/or soundness and the legal rules/regulations at the time of the conclusion of the Contract.

Article 18 - Privacy, data processing and security

1. iSole3D handles the (personal) data of the Customer with care and will only use them in accordance with the applicable standards. If requested iSole3D Inform the Data Subject about this.
2. The Customer is solely responsible for the processing of data collected using a service of iSole3D are processed. The Customer also guarantees that the content of the data is not unlawful and does not infringe on any rights of third parties. In this context, the Customer indemnifies iSole3D against any (legal) claim related to these data or the execution of the Agreement.
3. If iSole3D is required under the Agreement to provide for security of information, such security shall conform to the agreed specifications and a level of security that is not unreasonable, given the state of the art, the sensitivity of the data, and the associated costs.

Article 19 - Suspension and dissolution

1. iSole3D is authorized to suspend the fulfillment of the obligations or to dissolve the Agreement, if the Customer does not or not completely fulfill the (payment) obligations under the Agreement.
2. In addition iSole3D is entitled to terminate the Contract existing between it and the Customer, insofar as it has not yet been performed, without judicial intervention, if the Customer does not, does not timely or does not adequately comply with the obligations arising for him from any contract with iSole3D concluded with iSole3D. iSole3D shall not be liable for damages, on any account, as a result of the suspension of its Services.
3. Furthermore iSole3D Furthermore, iSole3D is entitled to (have) the Agreement dissolved without prior notice if circumstances arise of such a nature that performance of the Agreement is impossible or can

no longer be required by the standards of reasonableness and fairness, or if other circumstances arise of such a nature that the unaltered maintenance of the Agreement cannot reasonably be expected.

4. If the Agreement is dissolved, the claims of iSole3D on the Customer are immediately due and payable. When iSole3D suspends the fulfilment of its obligations, it retains its claims under the law and Agreement.
5. Upon termination of the Agreement, the Customer shall immediately lose the right to use the Rented Property.
6. iSole3D is entitled to reclaim all property when the Contract is dissolved.
7. iSole3D always retains the right to claim damages.

Article 20 - Force majeure

1. iSole3D is not liable when, as a result of a force majeure situation, it cannot fulfil its obligations under the Contract.
2. Force majeure on the part of iSole3D shall include, but is not limited to: (i) force majeure of suppliers of iSole3D, (ii) the inadequate fulfilment of obligations of suppliers that the Customer or the Customer's third parties to iSole3D (iii) defectiveness of software or any third parties involved in the performance of the service, (iv) governmental measures, (v) failure of electricity, internet, data network and/or telecommunication facilities, (vi) illness of (employees of) iSole3D or third parties engaged by it, and (vii) other situations which, in the opinion of iSole3D are beyond its control that temporarily or permanently prevent the fulfilment of its obligations.
3. In the event of force majeure, both Parties have the right to dissolve the Agreement in whole or in part. All costs incurred prior to the dissolution of the Agreement will be paid by the Customer in that case. iSole3D is not obliged to compensate Customer for any losses caused by such rescission.

Article 21 - Limitation of liability

1. Failure to achieve any result set forth in the Agreement constitutes a failure of iSole3D deemed to exist only if iSole3D expressly promised this result when accepting the Agreement.
2. If there is an attributable failure of iSole3D, iSole3D is only obliged to pay any damages if the Customer iSole3D within 14 days of the discovery of the failure, and iSole3D has subsequently failed to remedy this shortcoming within a reasonable period of time. The notice of default must be in writing and contain such an accurate description/substantiation of the deficiency as to enable iSole3D is able to respond appropriately.
3. If the performance of Services by iSole3D leads to liability of iSole3D, that liability is limited to the total amount invoiced under the Contract, but only with regard to the direct damage suffered by the Customer unless the damage is the result of intent or recklessness bordering on intent on the part of iSole3D. By direct damage is meant: reasonable costs made to limit or prevent direct damage, the determination of the cause of damage, the direct damage, the liability and the manner of recovery.

4. iSole3D expressly excludes all liability for consequential damages. iSole3D is not liable for indirect damages, business losses, loss of profits and/or losses suffered, missed savings, damages due to business stagnation, asset losses, delay damages, interest damages and intangible damages.
5. The Customer indemnifies iSole3D for all third party claims resulting from a defect as a result of a service provided by the Customer to a third party that consisted in part of services provided by iSole3D delivered Services, unless the Customer can prove that the damage was exclusively caused by the service of iSole3D.
6. In case of sizing is iSole3D not liable for consequential damages including ordering wrong and/or errors in materials, taking measurements. The Customer and/or the contractor who is ultimately responsible for performing the Services or order must perform a final inspection and is responsible for this final inspection.

7. If the (consequences) of a defective performance of the work is due to defects or unsuitability of items originating from the Customer, the consequences are at the expense of the Customer, unless iSole3D breached its duty to warn or otherwise failed in competence or care with regard to these defects. Also, is iSole3D not liable for the early commissioning of part or all of the work by the Customer.
8. The Customer is liable for damage to the work as a result of Services performed or deliveries made by it or on its instructions by third parties. Damage resulting from the use of materials prescribed by the Customer and/or execution of a design originating from the Customer shall also be entirely at the expense and risk of the Customer
9. The Customer is liable for all damage to the Rented Property, unless the Customer proves that it and any persons for whom it is responsible in relation to iSole3D responsibility and/or liability, which in any case includes his personnel, are not to blame for the occurrence of such damage..
10. iSole3D is not liable for damages resulting from the use of the Rented Property.
11. iSole3D shall not be liable for any damages that may arise to the Customer as a result of the failure to make the Hire available in a timely manner, unless a subsequent making available of the Hire to the Customer arises as a result of the Customer's own willful misconduct or gross negligence. iSole3D itself.
12. iSole3D shall never be liable for any improper use of the rented equipment beyond its control during the rental period by the Customer. The Customer must use the rented equipment in accordance with the manual and instructions supplied by iSole3D. iSole3D.
13. If damage occurs during the rental period, the Customer is required to pay for all damages if not covered by warranty and/or iSole3D cannot repair the damage (or have it repaired) free of charge.
14. If the Customer unlawfully retains the Rented Property after the end of the Agreement, then iSole3D claim compensation based on the rent for the time he is missing the Rented Property.
15. iSole3D does not guarantee the accurate and complete transmission of the content of and by/on behalf of iSole3D sent, nor for the timely receipt thereof.
16. All claims of the Customer due to shortcomings on the part of iSole3D lapse if they have not been reported to iSole3D within one year after the Customer was aware or could reasonably have been aware of the facts on which she bases her claims. One year after the termination of the Agreement between the parties, the liability of iSole3D.

Article 22 - Intellectual Property Rights.

1. The Customer is expressly prohibited from infringing on the intellectual property rights of iSole3D, as well as to the good name of iSole3D. All intellectual property rights and copyrights of iSole3D, including the graphic designs, texts, photographs ideas and the like displayed (on the website) relating to the Service belong exclusively to iSole3D and are expressly not transferred to the Customer. This applies to the website, as well as other media channels such as Facebook, Instagram, Pinterest and other (online) publications.
2. The Customer is prohibited from using any and all items to which the intellectual property rights and copyrights of iSole3D rests, to disclose and/or reproduce, modify or make available to third parties

without the express prior written consent of iSole3D. If the Customer wishes to make changes to any of the materials provided by iSole3D Delivered items, the iSole3D explicitly approve the intended modifications.

3. The Customer is prohibited from using the Rented Property on which the intellectual property rights of iSole3D rests otherwise than as agreed in the Agreement.
4. The Customer is expressly prohibited from copying or rebuilding the Rented in a similar manner.

Article 23 - Indemnification and accuracy of information

1. The Customer is solely responsible for the accuracy, reliability and completeness of all data, information, documents and/or records, in whatever form they submit to iSole3D within the framework of an Agreement, as well as for the data that she has obtained from third parties and which she has submitted to iSole3D. iSole3D have been provided to iSole3D for the purposes of the performance of the Service.
2. The Customer indemnifies iSole3D from any liability pursuant to any failure or delay in performing its obligations regarding the timely provision of all accurate, reliable and complete data, information, documents and/or records.
3. The Customer indemnifies iSole3D for all claims of the Customer and third parties engaged by him or working under him, as well as of Customers of the Customer, based on the failure to obtain (in a timely manner) any subsidies and/or permissions required in connection with the performance of the Agreement.
4. The Customer indemnifies iSole3D for all third party claims arising from the Services performed for the Customer, including but not limited to intellectual property rights on the data and information provided by the Customer that can be used in the execution of the Agreement and/or the actions or omissions of the Customer towards third parties.
5. If Customer sends electronic files, software or data carriers to iSole3D provided, the Customer guarantees that they are free of viruses and defects.

Article 24 - Complaints

1. If the Customer is not satisfied with the service of iSole3D or otherwise has complaints about the execution of his order, the Customer is obliged to report these complaints as soon as possible, but at the latest within 7 calendar days after the relevant occasion that led to the complaint. Complaints can be reported verbally or in writing with the subject line "Complaint".
2. The complaint must be sufficiently substantiated and/or explained by the Customer in order for iSole3D be able to take the complaint into consideration.
3. iSole3D will respond substantively to the complaint as soon as possible, but no later than 21 calendar days after receipt of the complaint.
4. The parties will try to reach a solution jointly.

Article 25 - Applicable law

1. On any Contract between iSole3D and the Customer is governed by Dutch law. The applicability of the (CISG) Vienna Sales Convention is explicitly excluded.
2. In case of interpretation of the content and scope of these general conditions, the Dutch text of these conditions is always decisive. iSole3D has the right to modify these terms and conditions unilaterally.
3. All disputes, arising out of or in connection with the Agreement between iSole3D and the Customer shall be settled by the competent Court of Rotterdam unless provisions of mandatory law lead to the jurisdiction of another court.

Oud-Beijerland, March 21, 2024