

General terms and conditions

Rockwater Company

1. All assignments are, with the exception of Articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code, exclusively issued to, accepted and carried out by Rockwater Company B.V. pursuant to an assignment agreement.
2. These general terms and conditions apply to every accepted assignment by and/or contract with Rockwater Company B.V., including any follow-up assignments/contracts, as well as all activities arising from those assignments or contracts. The applicability of any terms and conditions of the client is excluded, unless expressly agreed otherwise.
3. Offers, including quotations, are without obligation and can be revoked immediately after acceptance.
4. Rockwater Company B.V. may, after consultation with and after permission from the client, engage third parties in the performance of the assignment, with due observance of the necessary care. The related activities of third parties are at the expense of the client. Rockwater Company B.V. is not liable towards the client for shortcomings of these third parties. Without prejudice to the above provisions, these general terms and conditions apply not only to Rockwater Company B.V., but also to all persons involved in the performance of the assignment and/or who are liable in connection therewith.
5. Any liability of Rockwater Company B.V. against the client regarding the assignments and/or contracts all activities arising therefrom, is excluded. Rockwater Company B.V. is not liable for any detrimental effects and/or damage as a result of incorrect and/or incomplete information from the client.
6. Invoices from or on behalf of Rockwater Company B.V. must be paid within fourteen days of the invoice date, without any right to setoff or suspension. In the event of late or full payment of the invoice, the client will be in default by operation of law from the fifteenth day after the invoice date and will owe an interest rate of twelve percent on an annual basis on the outstanding amount from that date.
7. Rockwater Company B.V. may, subject to due care, use the name and logo of the client, as well as a brief description and assessment of the assignment, for promotional activities.
8. The legal relationship between the client and Rockwater Company B.V. is subject to Dutch law. Any disputes will initially be resolved by mediation in accordance with the NMI Mediation Regulations. Disputes that cannot be resolved through mediation will be submitted exclusively to the competent court in Amsterdam.
9. Rockwater Company B.V. is located in The Hague and is registered in the trade register of the Chamber of Commerce in The Hague under number 83463895.

10. A copy of these terms and conditions can be sent to you on request.

June 2023