

GENERAL TERMS AND CONDITION DE VIB FABRIEK B.V. | THE SDS FACTORY

Terms and Definitions

“the SDS factory B.V.”: de VIB fabriek B.V. established in Beek, the Netherlands.

Agreement: every legal agreement to which these General Terms and Conditions apply in accordance with Article 2.

Client: any natural person who, or legal entity that, enters into an agreement with “the SDS factory B.V.”.

Applicability

These General Terms and Conditions apply to all quotes and services under the responsibility of “the SDS factory B.V.”, including deliveries, either with respect to the execution of an explicitly or tacitly agreed/accepted Assignment, or with respect to the relations that develop between “the SDS factory B.V.” and the Client with regard to the performance of Assignments or otherwise; as well as to all services performed for the Client on an informal basis under the responsibility of “the SDS factory B.V.”. The Client accepts that these General Terms and Conditions remain applicable in further relations between the parties and that any General Terms and Conditions used by the Client are not, and will not be, applicable. All of the above applies, unless explicitly agreed otherwise.

Quotes

Quotes of “the SDS factory B.V.” are based on the information provided by the Client. The Client warrants that he has supplied all necessary information required for the planning and performance of the research. “the SDS factory B.V.” will perform the consultancy services to the best of its knowledge and ability, and in accordance with the requirements of good craftsmanship. These obligations are “obligations of effort”, because the achievement of the desired result cannot be guaranteed. The quotes provided by “the SDS factory B.V.” are valid for a fixed period of time, as indicated in the quote. If no validity period is indicated in the quote, the validity period is sixty days.

Conclusion of an Assignment

As long as it is not evident in any other way that “the SDS factory B.V.” has accepted an Assignment (in which case these General Terms and Conditions shall also apply), the Client should assume that an Assignment order has led to an Agreement only if the Client has accepted a quote of “the SDS factory B.V.” in writing and within the period of validity, or if “the SDS factory B.V.” has confirmed in writing an Assignment issued by the Client in any other way.

Rescindment, Interruption, Delay or Extension of the Assignment

1. The Client will remunerate all costs and damages to “the SDS factory B.V.” that are a direct result of the rescindment or interruption of an Assignment, if and insofar as the cause of the interruption cannot be attributed to “the SDS factory B.V.”. These costs and damages shall be at least 25% of the agreed amount or expected project turnover (cost-plus basis) without prejudice to the obligation of the Client to pay compensation for the loss actually incurred in full insofar as this exceeds the said sum.

2. If an interruption exceeds 6 months, “the SDS factory B.V.” have the right to consider the Assignment as rescinded. The date of the notice of interruption of the Client is the start date of the interruption, or, if no such notice exists, the date of the letter in which “the SDS factory B.V.” notifies the Client that an interruption has been detected.

3. If there is a delay or extension of the activities related to the Assignment, “the SDS factory B.V.” has the right to charge any extra costs, if the delay or extension cannot be attributed to “the SDS factory B.V.” staff or persons working on behalf of “the SDS factory B.V.”.

Provision of Information, Personnel and Workspace by the Client

To enable “the SDS factory B.V.” to perform the Assignment to the best of its abilities and according to the time schedule, the Client will provide all documents and data that “the SDS factory B.V.” requires in a timely manner. This also applies to the provision of the Client’s personnel who are (or will be) involved in the activities of “the SDS factory B.V.”. The Client will provide a workspace, telephone line and, if required, a fax and data network connection, free of charge, if “the SDS factory B.V.” requests such.

Personnel

1. “the SDS factory B.V.” may change the composition of the consultancy team, in consultation with the Client, if the Agency believes that this is necessary for the performance of the Assignment. The change may not compromise the quality of the consultancy services, nor have a negative influence on the continuity of the Assignment.

A change of the consultancy team can also take place on the request of the Client, in consultation with “the SDS factory B.V.”.

2. Neither party may offer employment to, or negotiate employment with personnel of the other party during execution of the Assignment or within one year after completion of the Assignment, unless in consultation with the other party.

Remuneration

1. “the SDS factory B.V.” offers its services for:

a. an amount to be determined based on tariffs (cost-plus basis) after completion of the services, or parts thereof. In this case, “the SDS factory B.V.” will provide the Client with a budget without obligation on request based on the expected results. and/or

b. an amount to be agreed prior to the provision of services (agreed amount).

2. VAT will be added to the remunerations mentioned in section 1 and are based on the performance of services under normal conditions.

3. Unless stated otherwise, the remunerations mentioned in section 1 do not include travel and accommodation costs, long-term secondment of personnel, costs for services provided by third parties, or other costs to be charged separately, such as costs related to third party services for the support of the Assignment that are not included in the Assignment; the latter costs must be paid directly to those third parties by the Client.

“the SDS factory B.V.” will notify the Client in a timely manner of any costs incurred as under the above section that are necessary in order to perform the Assignment to the best of its abilities, and will draw up, at the request of the Client, a non-binding budget with regard to those costs that will be as accurate as possible; if “the SDS factory B.V.” fails to notify the Client in a timely manner, the Client will not have the right to withhold payment. In addition, “the SDS factory B.V.” will indicate which of the two options mentioned in the first section applies to the costs mentioned in this section.

4. Travel time will be considered to be included in the performance of the Assignment, unless agreed otherwise.

5. Any services provided on a cost-plus basis will be charged in retrospect at the tariffs then current. For the other services, the parties will explicitly agree on the method of payment.

6. The tariffs may be changed once a year without notice. Changes to the tariffs will apply from the first of the month following their announcement, or later as announced by “the SDS factory B.V.”.

7. When a sum has been agreed (the “agreed sum”) for an Assignment, of which one or more instalments are due more than a year after the date on which the Agreement was concluded, “the SDS factory B.V.” has the right to recalculate the instalments that expire after a period of one year according to the tariffs then current.

Results

1. A Result comprises knowledge provided to the Client by “the SDS factory B.V.” with regard to the services to which these General Terms and Conditions apply, regardless of the physical form of the Result (report, drawing, calculation, model, programming, etc.). Models, techniques, instruments, including software, that have been used for the performance of the Assignment and have been included in the Consultancy or Research Result are, and will remain, the property of “the SDS factory B.V.”. Publication of any of the above can therefore only take place with prior permission of “the SDS factory B.V.”.

2. The Client has the right to copy documents for use within their organisation, insofar as is relevant for the purpose of the Assignment. The above also applies in case of premature termination of the Assignment.

3. The Client has the right to use a Result without further charges within the context of their corporate management, on the understanding that:

a. “the SDS factory B.V.” will retain the intellectual and industrial property rights at all times, barring third party rights.

b. “the SDS factory B.V.” can decide that a Result should be considered confidential, as described under these General Terms and Conditions.

c. The Client will not publish the total Results of an Assignment other than as a total, without the written permission of “the SDS factory B.V.”.

d. If the Client publishes a Result for recruitment purposes or otherwise, within the limits as indicated in these General Terms and Conditions, “the SDS factory B.V.” must be presented as the producer, however not in such a manner that may damage the reputation and/or independent position of “the SDS factory B.V.”.

e. “the SDS factory B.V.” reserves the right to use a Result, or allow a Result to be used for the purposes of its corporate management or for the use of third parties, insofar as this is within the limits of confidentiality as set out in Article 8.

f. “the SDS factory B.V.” can withdraw the right to use the Result if the Client is in default and has been sent a notice of default. In order to protect its reputation, “the SDS factory B.V.” may take measures to prevent unauthorised use.

4. The Client has the right to demand progress reports by “the SDS factory B.V.” at reasonable time intervals. Insofar as the Agreement does not cover such costs, “the SDS factory B.V.” may charge the costs of such reports to the Client according to the current tariffs.

Confidentiality

1. “the SDS factory B.V.” will consider as confidential:

a. All data it receives from the (prospective) Client, or attains through any other means, with regard to a quote or an Assignment and of which the confidentiality is beyond doubt or can reasonably be expected to be acknowledged by “the SDS factory B.V.”.

b. Results, as mentioned in Article 9, section 1. Confidentiality does not apply, without prejudice to Article 9, section 3, to Results which:

i. Have a general character, meaning they do not relate specifically to the corporate management and/or activities of the Client, or

ii. Are in the public domain without any action of “the SDS factory B.V.”, or

iii. Were already in the possession of “the SDS factory B.V.”, or

iv. Have been rightfully acquired by “the SDS factory B.V.” from a third party, or

v. Are indicated as non-confidential in consultation with the Client.

2. The Client will consider the following confidential: corporate information regarding “the SDS factory B.V.” of which the confidentiality is in no doubt, or can reasonably be assumed to be acknowledged by the Client.

Publications

“the SDS factory B.V.” has the right to publish non-confidential information with regard to services provided under the Agreement.

Warranty on Delivered Services

Insofar as not agreed otherwise, “the SDS factory B.V.” will guarantee any goods delivered by the Agency that are not services for a period equal to that of the manufacturer of the goods, with regard to the efficiency of the design and the quality of the materials used. If a third party from whom “the SDS factory B.V.” acquires the goods, in full or in part, applies a shorter warranty, “the SDS factory B.V.” will adjust its warranty towards the Client accordingly. “the SDS factory B.V.” is not obliged to provide any other warranty with regard to the delivery. The obligation of “the SDS factory B.V.” under this warranty is limited

to the repair or replacement of the faulty good, or restitution of the paid amount, to be determined by “the SDS factory B.V.”. The above is without prejudice to Articles 13 and 15.

Third Party Services

1. If and insofar as this is deemed necessary for a correct and timely performance of the Assignment by “the SDS factory B.V.”, the Agency has the right to employ third parties to provide the services.

2. “the SDS factory B.V.” will be accountable for any data received by third parties, without prejudice to Article 13, unless explicitly indicated otherwise by the Agency;

“the SDS factory B.V.” will also be accountable for any services provided by third parties under its management.

Liability

1. “the SDS factory B.V.” is only liable to pay damages to the Client, if the Client can demonstrate that the damage is a direct result of unnecessary gross – and therefore imputable – neglect on the part of “the SDS factory B.V.”, employees of “the SDS factory B.V.”, or persons whose services “the SDS factory B.V.” employs and for whom “the SDS factory B.V.” is responsible. “the SDS factory B.V.” is not liable for indirect loss including consequential loss, loss of profits and so forth.

2. Should “the SDS factory B.V.” be liable despite the aforesaid limitation of liability, then such liability is limited to the sum paid out in the relevant case under its commercial liability insurance plus any excess under such policy. A further limitation of the liability applies to Assignments with a running time longer than six months, namely to a maximum of the declared amount over the last six months.

3. If “the SDS factory B.V.” is liable despite the aforesaid limitation of liability and, for whatever reason, no payment is made under the commercial liability insurance, then the liability of “the SDS factory B.V.” is limited to the fee that “the SDS factory B.V.” has received for such Assignment.

4. If an Assignment relates to more than one object, the limitation of the liability is only determined by that part of the outstanding remuneration that directly relates to the object to which damages have occurred.

5. Despite “the SDS factory B.V.”’s commitment to carefulness and the related stipulation in the first section, “the SDS factory B.V.” does not guarantee that the Results and services delivered by the Agency do not (cannot) result in an infringement of rights of third parties, including intellectual property rights and industrial property.

6. All liability to pay damages of “the SDS factory B.V.” will become void if the Client does not notify “the SDS factory B.V.” in writing of the service to which the damages relate within one year of the date of the invoice, specifying the nature of the claim.

7. The Client will safeguard “the SDS factory B.V.” from claims by third parties with regard to payment of damages that result from, or are in relation to, services provided for the Client to which the General Terms and Conditions apply. Third parties in this context also include employees of the Client and persons hired by the Client to help with the performance of its activities.

8. If the Client transfers the risks associated with the execution of the Results through insurance, the Client is obliged to safeguard “the SDS factory B.V.” from the consequences of any right of recourse exerted by the insurance company.

9. The limitations of the liability to pay damages of the Client in this Article also apply to employees and to “the SDS factory B.V.”, as well as to third parties employed by “the SDS factory B.V.” in support of the execution of the Assignment and for whom “the SDS factory B.V.” is responsible.

10. The Client should itself determine whether the Results and/or goods supplied by “the SDS factory B.V.” are in accordance with the current statutory regulations and commercial norms in the country/location of the Client in terms of form and content.

11. The Client is responsible for always using a Result correctly and only for the objectives, the country and the period for which a Result was provided by “the SDS factory B.V.”. Any obligation of “the SDS factory B.V.” to pay compensation ceases to exist if the Client uses the Results and/or goods delivered by “the SDS factory B.V.” or documents based on them by the Client, for an objective or for a period other than that for which they were issued, or uses them in violation of the statutory regulations and commercial practices applicable in the country/place of business of the Client.

Force Majeure

1. Without prejudice to the stipulations in these General Terms and Conditions, “the SDS factory B.V.” can never be held liable if the Agency cannot fulfil its obligations under the Agreement, or cannot fulfil these in time, as a result of force majeure; as such are considered all circumstances which prevent the normal performance of activities, such as circumstances of war, fire and other destruction, company failures in whatever form, government measures, and other circumstances outside the control of “the SDS factory B.V.”.

2. If third parties on which “the SDS factory B.V.” is dependent in the performance of the Assignment, do not fulfil their obligations, or do not fulfil them in time, due to circumstances that are considered force majeure under section 1 of this Article, this will also be considered force majeure for “the SDS factory B.V.” with respect to the Client.

3. In the event of force majeure “the SDS factory B.V.” is entitled to terminate all or any part of the Agreement with the Client, without thereby incurring any liability for compensation.

Payment

1. All invoices from “the SDS factory B.V.” should be paid in full, without any suspension, discount or set-off, within 30 days of the date of the invoice, unless agreed otherwise.

2. Any issues raised with regard to an invoice, which must be communicated within eight days of the date of invoice, do not postpone the obligation to pay.

3. If the Client does not make the payment within the stated payment term, the Client will be legally in default from the day after the term expires, without the requirement of a notice of default or letter of demand on the part of “the SDS factory B.V.”. The Client will be liable to pay interest on the outstanding amount of 0.75% per month from the date of expiry to the date of payment in full.

4. In the case that “the SDS factory B.V.” takes action with regard to collection of the outstanding amount or to its other rights with respect to the Client, the Client will be liable to pay any costs incurred by “the SDS factory B.V.” resulting from such action. These costs include all charges payable to third parties employed with regard to such actions and any costs that “the SDS factory B.V.” incurs within its organisation and which can reasonably be attributed, in full or in part, to such action. In the case that “the SDS factory B.V.” proceeds with collection of the outstanding amounts, the Agency can choose whether the costs will be charged to the Client (specified), or whether the costs will be determined at 15% of the outstanding amounts.

Termination of the Agreement

Without prejudice to the previous Articles, the Client will be in default if the Client does not fulfil the obligations under this Agreement, or does not fulfil the obligations in time, despite proper notice of default. In such case “the SDS factory B.V.” has the right to suspend the execution of the Agreement without judicial intervention, or to terminate the Agreement in full or in part without liability to pay any damages, but without prejudice to the right to damages as a result of the default and the suspension or termination. In such cases, all claims by “the SDS factory B.V.”

from the Client are payable immediately. In the case of bankruptcy, suspension of payment, liquidation, or wardship of the Client, the Client will be legally in default; in that case, “the SDS factory B.V.” has the right to terminate the Agreement, in full or in part, under the same conditions as mentioned above, without the requirement of a notice of default or judicial intervention.

Settlement of Disputes and Applicable Law

1. All disputes, including those that are considered a dispute only by one of the parties, will be brought before the court by competent jurisdiction for Limburg, unless any mandatory rule of law specifies otherwise court, and subject to the right to appeal.

2. All offers, invitations to treat, and Agreements with “the SDS factory B.V.” and the rights and obligations arising thereunder, are governed by Dutch law.

ADDITIONAL TERMS AND CONDITIONS PIKA-PLATFORM

These are the Additional Terms and Conditions ("Terms") of de VIB fabriek B.V. | PIKA platform ("PIKA," "we," "us" or "our"), a company having its address at DSM-sstraat 1-2, Beek. By accessing or using (mobile) applications, websites or any other PIKA service (together, the "Service") made available by PIKA, however accessed, your company ("your company", "you", "yourself") agrees to be bound by these Terms. The Service is owned or controlled by PIKA. These Terms affect your legal rights and obligations. If you do not agree to be bound by all of these Terms, do not access or use the Service.

Registration and account security

1. You are responsible for any activity that occurs through your account and you agree you will not sell, transfer, license or assign your account, username, or any account rights. With the exception of people or businesses that are expressly authorized to create accounts on behalf of their employees or clients, PIKA prohibits the creation of and you agree that you will not create an account for anyone other than yourself
2. You represent that all information you provide or provided to PIKA upon registration and at all other times will be true, accurate, current and complete and you agree to update your information as necessary to maintain its truth and accuracy.
3. You agree that you will not solicit, collect or use the login credentials of other PIKA users.
4. You are not permitted to attempt to restrict another user from using or enjoying the Service and you must not encourage or facilitate violations of these Terms or any other PIKA terms.
5. You are responsible for keeping your password secret and secure.
6. You are not permitted to create accounts with the Service through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper.
7. You are solely responsible for your conduct and any data, text, files, information, usernames, images, graphics, photos, profiles, works of authorship, applications, links and other content or materials (collectively, "Content") that you submit, post or display on or via the Service.
8. Violation of these Terms may, in sole discretion of PIKA, result in termination of your PIKA account. You understand and agree that PIKA cannot and will not be responsible for the Content posted on the Service and you use the Service at your own risk. If you violate the letter or spirit of these Terms, or otherwise create risk or possible legal exposure for PIKA, we can stop providing all or part of the Service to you.

Safety

1. You are not permitted to create or submit unwanted email, comments or other forms of commercial or harassing communications (spam) to any PIKA users.
2. You are not permitted to defame, stalk, bully, abuse, harass, threaten, impersonate, discriminate or intimidate people or entities and you must not post private or confidential information via the Service.
3. You are not permitted to post violent, nude, partially nude, discriminatory, unlawful, infringing, hateful, pornographic or sexually suggestive content via the Service.
4. You are not permitted to use the Service for any illegal or unauthorized purpose. You agree to comply with all laws, rules and regulations (for example state, local and provincial) applicable to your use of the Service, including but not limited to, copyright laws.
5. You are not permitted to interfere or disrupt the Service or servers or networks connected to the Service, including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature. You may not inject content or code or otherwise alter or interfere with the way any PIKA page is rendered or displayed in a user's browser or device.
6. You are not permitted to change, modify, adapt or alter the Service or change, modify or alter another website so as to falsely imply that it is associated with the Service or PIKA.

General Conditions

1. We reserve the right to modify or terminate the Service or your access to the Service for any reason, without notice, at any time, and without liability to you. If we terminate your access to the Service or if you deactivate your account and all other data will no longer be accessible through your account (e.g., users will not be able to navigate to your username and view your photos), but those materials and data may persist and appear within the Service.
2. We reserve the right to force forfeiture of any username for any reason.
3. Upon termination, all rights granted to you in these Terms will immediately cease.
4. We reserve the right to refuse access to the Service to anyone for any reason at any time.
5. We may, but have no obligation to, remove, edit, block, and/or monitor Content or accounts containing Content that we determine in our sole discretion violates these Terms. PIKA reserves the right to remove any Content from the Service for any reason, without prior notice. Content removed from the Service may continue to be stored by PIKA, including, without limitation, in order to comply with certain legal obligations, but may not be retrievable without a valid court order. Consequently, PIKA encourages you to maintain your own backup of your Content. PIKA is not a backup service and you agree that you will not rely on the Service for the purposes of Content backup or storage. PIKA will not be liable to you for any modification, suspension, or discontinuation of the Services, or the loss of any Content. You also acknowledge that the Internet may be subject to breaches of security and that the submission of Content or other information may not be secure.
6. You agree that PIKA is not responsible for, and does not endorse, Content posted within the Service. PIKA does not have any obligation to prescreen, monitor, edit, or remove any Content. If your Content violates these Terms, you may bear legal responsibility for that Content.
7. Except as otherwise described in the privacy policy of PIKA and these Terms, as between you and PIKA, any Content will be non-confidential and nonproprietary and we will not be liable for any use or disclosure of Content. You acknowledge and agree that

your relationship with PIKA is not a confidential, fiduciary, or other type of special relationship, and that your decision to submit any Content does not place PIKA in a position that is any different from the position held by members of the general public, including with regard to your Content. None of your Content will be subject to any obligation of confidence on the part of PIKA, and PIKA will not be liable for any use or disclosure of any Content you provide.

8. You agree that you are responsible for all data charges you incur through use of the Service.
9. We prohibit crawling, scraping, caching or otherwise accessing any content on the Service via automated means (except as may be the result of standard search engine protocols or technologies used by a search engine with the express consent of PIKA).

Intellectual Property Rights

1. PIKA hereby grants to you a nontransferable license to use the Service. You may not distribute or make the Service available over a network where it could be used by multiple devices at the same time. You may not rent, lease, lend, sell, redistribute or sublicense the Service. You may not copy (except as expressly permitted by this license), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Service, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the Service). Any attempt to do so is a violation of the rights of the PIKA. If you breach this restriction, you may be subject to prosecution and damages. The Terms will govern any upgrades provided by PIKA that replace and/or supplement the original Service, unless such upgrade is accompanied by updated terms in which case these terms will govern.
2. PIKA does not claim ownership of any Content that you post on or through the Service. Instead, you hereby grant to PIKA a non-exclusive, royalty-free, worldwide license to use the Content that you post on or through the Service, subject to the privacy policy of PIKA.
3. You represent and warrant that:
 - (i) you own the Content posted by you on or through the Service or otherwise have the right to grant the rights and licenses set forth in these Terms;
 - (ii) the posting and use of your Content on or through the Service does not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights;
 - (iii) you agree to pay for all royalties, fees, and any other monies owed by reason of Content you post on or through the Service; and (iv) you have the legal right and capacity to enter into these Terms in your jurisdiction.
4. The Service contains content owned or licensed by PIKA ("PIKA Content"). PIKA Content is protected by copyright, trademark, patent, trade secret and other laws, and, as between you and PIKA, PIKA owns and retains all rights in the PIKA Content and the Service. You will not remove, alter or conceal any copyright, trademark or other proprietary rights notices incorporated in or accompanying the PIKA Content and you will not reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit the PIKA Content.
5. The PIKA name and logo are trademarks of PIKA, and may not be copied, imitated or used, in whole or in part, without the prior written permission of PIKA. In addition, all page headers, custom graphics, button icons and scripts are proprietary rights of PIKA, and may not be copied, imitated or used, in whole or in part, without prior written permission from PIKA.

Third Parties

1. There may be links from the Service, or from communications you receive from the Service, to thirdparty (mobile) applications, websites or features. The Service may also include third-party content that we do not control, maintain or endorse. PIKA does not control any of these third-party web services or any of their content. You expressly acknowledge and agree that PIKA is in no way responsible or liable for any such third-party services or features. We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.
2. You may choose, at your sole and absolute discretion and risk, to use applications that connect the Service or your profile on the Service with a third-party service (each, an "Application") and such Application may interact with, connect to or gather and/or pull information from and to your Service profile. By using such Applications, you acknowledge and agree to the following:
 - (i) if you use an Application to share information, you are consenting to information about your profile on the Service being shared;
 - (ii) your use of an Application may cause personally identifying information to be publicly disclosed and/or associated with you, even if PIKA has not itself provided such information; and
 - (iii) your use of an Application is at your own option and risk, and you will hold the PIKA Parties (as defined below) harmless for activity related to the Application.

No Warranty

1. The Service, including, without limitation, PIKA Content, is provided on an "as is", "as available" and "with all faults" basis. To the fullest extent permissible by law, neither PIKA nor any of its directors, employees, managers, officers, partners, affiliates or agents (collectively, the "PIKA Parties") make any representations or warranties or endorsements of any kind whatsoever, express or implied, as to: (a) the Service; (b) the PIKA Content; (c) user content; or (d) security associated with the transmission of information to PIKA or via the Service. In addition, the PIKA Parties hereby disclaim all warranties, express or implied, including, but not limited to, the warranties of merchantability, fitness for a particular purpose, noninfringement, title, custom, trade, quiet enjoyment, system integration and freedom from computer virus.
2. The PIKA Parties do not represent or warrant that the Service will be error-free or uninterrupted; that defects will be corrected; or that the Service or the server that makes the Service available

is free from any harmful components, including, without limitation, viruses. The PIKA Parties do not make any representations or warranties that the information (including any instructions) on the Service is accurate, complete, or useful.

3. Although it is the intention of PIKA for the Service to be available as much as possible, there will be occasions when the Service may be interrupted, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment.
4. You acknowledge that your use of the Service is at your sole risk. The PIKA Parties do not warrant that your use of the Service is lawful in any particular jurisdiction, and the PIKA Parties specifically disclaim such warranties. Some jurisdictions limit or do not allow the disclaimer of implied or other warranties so the above disclaimer may not apply to you to the extent such jurisdiction's law is applicable to you and these Terms.
5. By accessing or using the Service you represent and warrant that your activities are lawful in every jurisdiction where you access or use the Service.
6. The PIKA Parties do not endorse Content and specifically disclaim any responsibility or liability to any person or entity for any loss, damage (whether actual, consequential, punitive or otherwise), injury, claim, liability or other cause of any kind or character based upon or resulting from any content.

Limitation of Liability

1. To the extent not prohibited by law, in no event shall the PIKA Parties be liable to you for any loss or damages of any kind (including, without limitation, for any direct, indirect, economic, exemplary, special, punitive, incidental or consequential losses or damages) that are directly or indirectly related to:
 - a. the Service;
 - b. the PIKA Content;
 - c. user content;
 - d. your use of, inability to use, or the performance of the Service;
 - e. any action taken in connection with an investigation by the PIKA Parties or law enforcement authorities regarding your or any other party's use of the Service;
 - f. any action taken in connection with copyright or other intellectual property owners;
 - g. any errors or omissions in the service's operation; or
 - h. any damage to any user's computer, mobile device, or other equipment or technology including, without limitation, damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line or network failure or any other technical or other malfunction, including, without limitation, damages for lost profits, loss of goodwill, loss of data, work stoppage, accuracy of results, or computer failure or malfunction, even if foreseeable or even if the PIKA Parties have been advised of or should have known of the possibility of such damages, whether in an action of contract, negligence, strict liability or tort (including, without limitation, whether caused in whole or in part by negligence, acts of god, telecommunications failure, or theft or destruction of the service). In no event will the PIKA Parties be liable to you or anyone else for loss, damage or injury, including, without limitation, death or personal injury. In no event will the PIKA Parties total liability to you for all damages, losses or causes or action exceed the amount of your current annual license fee in. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.
2. You agree that in the event you incur any damages, losses or injuries that arise out of acts of PIKA or omissions, the damages, if any, caused to you are not irreparable or sufficient to entitle you to an injunction preventing any exploitation of any website, service, property, product or other content owned or controlled by the PIKA Parties, and you will have no rights to enjoin or restrain the development, production, distribution, advertising, exhibition or exploitation of any website, property, product, service, or other content owned or controlled by the PIKA Parties.
3. PIKA is not responsible for the actions, content, information, or data of third parties, and you release us, our directors, officers, employees, and agents from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against any such third parties.
4. You agree that any claim you may have arising out of or related to your relationship with PIKA must be filed within one year after such claim arose; otherwise, your claim is permanently barred.

Indemnification

- You agree to defend (at the request of PIKA), indemnify and hold the PIKA Parties harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with any of the following (including as a result of your direct activities on the Service or those conducted on your behalf):
- a. your Content or your access to or use of the Service;
 - b. your breach or alleged breach of these Terms;
 - c. your violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right;
 - d. your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or
 - e. any misrepresentation made by you. You will give your full cooperation in the defense of any claim, as required by PIKA. PIKA reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of PIKA.

Partial Invalidity

If, at any time, any provision of these Terms is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

No Waiver

Failure of PIKA to insist upon or enforce strict performance of any provision of these Terms will not be construed as a waiver of any provision or right. No waiver of any of these Terms will be deemed a further or continuing waiver of such term or condition or any other term or condition.

Territorial Restrictions

1. The information provided within the Service is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject PIKA to any registration requirement within such jurisdiction or country. We reserve the right to limit the availability of the Service or any portion of the Service, to any person, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service or other feature that PIKA provides.

Changes

1. We reserve the right, in our sole discretion, to change these Terms ("Updated Terms") from time to time.
2. Unless we make a change for legal or administrative reasons, we will provide reasonable advance notice before the Updated Terms become effective. You agree that we may notify you of the Updated Terms by posting them on the Service, and that your use of the Service after the effective date of the Updated Terms (or engaging in such other conduct as we may reasonably specify) constitutes your agreement to the Updated Terms. Therefore, you should review these Terms and any Updated Terms before using the Service.
3. The Updated Terms will be effective as of the time of posting, or such later date as may be specified in the Updated Terms, and will apply to your use of the Service from that point forward. These Terms will govern any disputes arising before the effective date of the Updated Terms.

Governing law and jurisdiction

1. These Terms, and any non-contractual obligations arising out of or in connection with it, are governed by and construed in accordance with the laws of the Netherlands.
2. All disputes between you and PIKA (whether or not such dispute involves a third party) with regard to your relationship with PIKA, shall be submitted exclusively to the competent court of law in Limburg, the Netherlands, without prejudice to the right of PIKA as plaintiff to initiate proceedings before any other court having jurisdiction. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

PRIVACY STATEMENT

"the SDS Factory B.V." and all its affiliated companies (hereinafter: "the SDS Factory B.V.") process personal data on a daily basis. In this regard, "the SDS Factory B.V." observes the General Data Protection Regulation (Algemene Verordening Gegevensbescherming) and related laws and regulations. "the SDS Factory B.V." respects the privacy of the data subjects and meticulousness is of paramount importance when processing personal data.

"the SDS Factory B.V." is the controller for the processing of personal data. "the SDS Factory B.V." is located at DSM-sstraat 1-2 49 in (6191 NB) Beek. Our Chamber of Commerce number is 58738908. You can reach us on telephone number 0031 85 009 2200 or by e-mail via info@devibfabriek.nl.

Personal data

Personal data is data that provides information about an identified or identifiable natural person (hereinafter: the "Data Subject"). "the SDS Factory B.V." processes various types of personal data for different objectives.

Services

In order to provide services to you or your company, we require data such as your name, address, e-mail address and telephone number, as well as a device ID if applicable. If you use our online platform PIKA, we also process your user name and password. The processing of your personal data is therefore necessary for the performance of a contract, as referred to in Article 6(1b) of the General Data Protection Regulation.

Website and social media

"the SDS Factory B.V." has a website and uses various social media channels, such as Facebook, LinkedIn and Twitter. When you visit our website or use functions on our social media page, we may process personal data about you. This processing concerns the following data:

- First name and surname
- Telephone number
- E-mail address
- IP address
- Location data
- Data about your activities on our website or our social media pages
- Your internet browser and type of device

Apart from the necessary processing thereof in the context of executing a contract, we have a legitimate interest in this processing as referred to in Article 6(1f) of the General Data Protection Regulation. This allows us to optimize our website and our services.

Marketing, including direct marketing

In order to expand our services and offer new products we sometimes use direct marketing in which personal data are processed. This form of data processing is based on the legal basis of the legitimate interest, as referred to in Article 6(1f) of the General Data Protection Regulation.

Employees

"the SDS Factory B.V." processes personal data of its employees. This form of processing is based on the contractual relationship (Article 6(1b) of the General Data Protection Regulation) and on legal obligations (Article 6(1c) of the General Data Protection Regulation).

Job applicants

"the SDS Factory B.V." processes personal data in connection with job application procedures. This is necessary in preparation for a possible conclusion of an employment contract and is based on Article 6(b) of the General Data Protection Regulation. The personal data of job applicants will be deleted no later than four (4) weeks after completion of the procedure. If necessary and with the consent of the Data Subject, "the SDS Factory B.V." may retain personal data for a longer period of time in connection with possible future vacancies and/or applications.

Recipients and processors

In principle, "the SDS Factory B.V." does not share your personal data with third parties. There are some situations, however, where we do share your personal data with third parties. If this is necessary for the execution of the agreement you have concluded with "the SDS Factory B.V.", we will share your personal data with third parties.

"the SDS Factory B.V." requires your consent to share your personal data with third parties. Your consent is only valid if it clearly indicates what the consent is given for. You can withdraw your consent at any time.

If we ask our external partners to process personal data, "the SDS Factory B.V." will share your personal data with third parties. In some cases, external processors process personal data for us on the basis of instructions from "the SDS Factory B.V." and in accordance with the Privacy Policy and the Privacy Statement of "the SDS Factory B.V.". When doing so, appropriate technical and organizational measures are taken to ensure confidentiality and security. We conclude a processing agreement with all the processors we work with, which agreement satisfies the requirements of Article 28(3) of the General Data Protection Regulation.

If a legal provision applies that entails an obligation to provide personal data or if it is necessary to provide the personal data in order to comply with laws and regulations, "the SDS Factory B.V." will share your personal data with third parties.

Retention period

"the SDS Factory B.V." does not retain your data longer than is necessary. Personal data may not be retained longer than for the purpose for which it is processed. This will vary from case to case. At such time as there is no longer any reason to retain the personal data, these data will be deleted. Where a statutory retention period applies, we will retain your personal data for at least that period.

Transfer of personal data abroad

If necessary, "the SDS Factory B.V." may transfer your data from the Netherlands to other countries. If the country that receives the transfer is located in the European Economic Area, the same level of protection applies in that country as in the Netherlands. "the SDS Factory B.V." only transfers data abroad if this is necessary. "the SDS Factory B.V." also only transfers personal data outside the European Economic Area if the country in question has an adequate level of protection. If "the SDS Factory B.V." transfers data to a country outside the European Economic Area where there is no adequate level of protection, we will do so in compliance with the relevant rules and regulations.

Rights of the Data Subject

As the Data Subject, you have a number of rights with respect to "the SDS Factory B.V.". These rights are listed in the General Data Protection Regulation. You can exercise all these rights against "the SDS Factory B.V." by contacting us by telephone or via e-mail. We will then schedule an appointment with you. You are required to bring a valid identity document to this appointment.

- a. Right to transparent information, communication and other rules for exercising your rights.
- b. Right to access.

You are entitled to know whether your personal data are being processed. If your personal data are processed, you are entitled to know which personal data are processed and how this takes place. In addition, you are also entitled to inspect your personal data and to obtain a copy thereof. This is a kind of auxiliary right in order to enable the exercise of the rights discussed below.

- c. Right to rectification.
- d. Right to be forgotten.

You are entitled to know whether your personal data are being processed. If your personal data are processed, you are entitled to know which personal data are processed and how this takes place. In addition, you are also entitled to inspect your personal data and to obtain a copy thereof. This is a kind of auxiliary right in order to enable the exercise of the rights discussed below.

- e. Right to restriction of processing.
- f. You are entitled to stop the processing of certain personal data for a certain period of time so that a problem can be resolved. For example, if you have discovered that some personal data is incorrect and you have exercised your right to rectification and "the SDS Factory B.V." is still processing this data, you can use your right to restrict processing.

You are entitled to stop the processing of certain personal data for a certain period of time so that a problem can be resolved. For example, if you have discovered that some personal data is incorrect and you have exercised your right to rectification and "the SDS Factory B.V." is still processing this data, you can use your right to restrict processing.

- g. Right to data portability.
- h. Right to object.

You are entitled to object at any time to the processing of your personal data by "the SDS Factory B.V.". While we are considering your objection, we will restrict processing (see the right set out under e.), unless "the SDS Factory B.V." has compelling reasons that justify the continuation of the processing. Right to withdraw consent

In addition to the aforementioned rights, you are entitled to withdraw your consent to the processing of your personal data at any time.

Personal data of children

It is not the intention of our website and/or services to collect data about website visitors who are under 16 years of age. Minors require the consent of their parents or guardians. We cannot, however, check whether a visitor is older than 16 years of age. We encourage parents to be involved in the online activities of their children, in order to prevent data about children being collected without parental consent. If you believe that we have collected personal data about a minor without parental consent, please contact us via info@devibfabriek.nl and we will delete this data.

Automated decision-making

"the SDS Factory B.V." does not make any decisions on the basis of automated processing that could significantly affect people. These are decisions taken by computer programmes or systems without the involvement of a person, such as an employee of "the SDS Factory B.V.".

Our use of cookies or similar techniques

"the SDS Factory B.V." only uses technical and functional cookies. We also use analytical cookies that do not infringe your privacy. A cookie is a small text file that is stored on your computer, tablet, or smartphone when you first visit our website. The cookies we use are necessary for the technical operation of the website and for your ease of use. They ensure that the website works properly and they remember your preferred settings. They also allow us to optimize our website. You can opt-out of cookies by setting your internet browser to prevent cookies being stored. You can also delete all information previously saved via the settings of your browser.

How we protect your personal data

"the SDS Factory B.V." takes the protection of your personal data seriously and takes appropriate measures to prevent misuse, loss, unauthorized access, unwanted disclosure, and unauthorized modification. If you have the impression that your data is not properly secured or there are indications of misuse, please contact our customer service or contact us via: info@devibfabriek.nl. "the SDS Factory B.V." has taken the following measures to protect your personal data:

- Security software, such as a virus scanner and firewall.
- TLS (formerly SSL): we send your data via a secure internet connection. You can see this in the 'https' address bar and from the padlock in the address bar.
- DKIM, SPF, and DMARC are three internet standards that we use to prevent you from receiving e-mails in our name that contain viruses, are spam or are intended to obtain personal login data.
- DNSSEC is an additional security feature, which is complementary to DNS, for converting a domain name (#company_website) to the associated IP address (server name); it is provided with a digital signature. You can have this signature checked automatically. In this way, we prevent you from being redirected to a false IP address.

Complaints

If you have a complaint about how your personal data are being processed, you have the option of submitting a complaint to the Dutch Data Protection Authority (Autoriteit Persoonsgegevens) via: www.autoriteitpersoonsgegevens.nl. The Dutch Data Protection Authority will then deal with your complaint.

Amendments to this Privacy Statement

This Privacy Statement has been prepared in accordance with the General Data Protection Regulation and the related laws and regulations. "the SDS Factory B.V." reserves the right to update this Privacy Statement.

Register of Companies

These General Terms and Conditions have been submitted to the Register of Companies of the Chamber of Commerce and Industry of Maastricht under number 58738908. Registration with the Register of Companies of the Chamber of Commerce and Industry in Maastricht under number 58738908.

"de Vib fabriek B.V." / "the SDS factory B.V."
DSM-sstraat 1-2
6191 NB Beek
the Netherlands