

Terms and conditions Ortolanda

Article 1 - Applicability

- 1.1. These general terms and conditions apply to all services and agreements provided by **Ortolanda** (hereinafter referred to as the "Service Provider").
- 1.2. By using the services of the Service Provider and/or entering into an agreement, the customer accepts these general terms and conditions.
- 1.3. Deviations from these general terms and conditions are only valid if agreed upon in writing by both parties.

Article 2 - Services

- 2.1. The Service Provider offers a variety of services, which may include consulting, product development, and technical solutions, as described on the website.
- 2.2. The Service Provider shall perform the agreed-upon services to the best of its knowledge and ability, with a focus on delivering high-quality results.

Article 3 - Cooperation

- 3.1. The customer agrees to provide all necessary information and cooperation for the proper performance of the services.
- 3.2. The Service Provider may engage third parties if necessary for the execution of the services.

Article 4 - Liability

- 4.1. The Service Provider's liability for damages arising from the performance of the agreement is limited to the scope of the services provided.
- 4.2. The Service Provider is not liable for indirect damages, such as consequential damages, lost profits, or missed savings.
- 4.3. The customer agrees to indemnify the Service Provider from any third-party claims related to the services provided.

Article 5 - Force Majeure

- 5.1. In cases of force majeure, the Service Provider is entitled to suspend or dissolve the execution of the agreement without the customer being entitled to any compensation.
- 5.2. Force majeure refers to events beyond the Service Provider's control that prevent the fulfillment of the agreement, such as natural disasters, illness, or government restrictions.

Article 6 - Complaints

- 6.1. Any complaints regarding the services provided must be submitted in writing, detailing the reasons for the complaint, within a reasonable period after the service is completed.
- 6.2. If a complaint is found to be valid, the Service Provider will, at its discretion, resolve the issue by repairing, replacing, or making adjustments as necessary.

Article 7 - Privacy and Data Protection

- 7.1. The Service Provider processes personal data in accordance with applicable privacy laws, as outlined in the privacy statement on the website. By using the services, the customer agrees to the processing of their data as described.
- 7.2. For inquiries regarding the privacy statement or data processing, the customer can contact the Service Provider through the contact information on the website.

Article 8 - Intellectual Property Rights

8.1. All intellectual property rights in the materials and content provided by the Service Provider remain with the Service Provider.

8.2. The customer may not copy, disclose, or duplicate any materials from the website or services without prior written consent from the Service Provider.

Article 9 - Applicable Law and Disputes

9.1. These general terms and conditions and all agreements between the Service Provider and the customer are governed by Dutch law.

9.2. Any disputes arising from or related to the agreement will be submitted to the competent court in the Netherlands.

These general terms and conditions apply to all services offered by **Ortolanda** and form the basis of the legal relationship between the Service Provider and the customer.

Coolcorn B.V.

Chamber of Commerce number: 12065809

Ortolanda Techniek

Chamber of Commerce: 12045307