



## General Terms and Conditions of Factor Blue B.V.

General Terms and Conditions of Factor Blue, established at Roggeweg 30D (6534 AJ) in Nijmegen.

### Article 1. Definitions

The following terms are used in these General Terms and Conditions, unless explicitly stated otherwise.

General Terms and Conditions:	The general terms and conditions of Factor Blue B.V.
Factor Blue:	Factor Blue B.V., Roggeweg 30D in Nijmegen
Client:	The Other Party in the course of a profession or a business, and listed as such in the register of the Chamber of Commerce, also the person who has accepted the applicability of these general terms and conditions and who has given the assignment to perform the service.
Service:	All activities that Factor Blue performs for or for the benefit of the Client.
Fee:	The financial compensation that has been agreed with the Client for the performance of the assignment.
Remote Services:	The agreement between the Client and Factor Blue, where in the context of a system organised by Factor Blue for remote services only one or more technologies for remote communications are used until conclusion of the agreement, such as a website, telephone or other means of communication.
Assignment:	The agreement for the provision of services.
Agreement:	Each agreement concluded between Factor Blue and the Client. The Other Party includes both consumers and companies.

### Article 2. Scope of application

1. These General Terms and Conditions apply to any quotation and Agreement concluded between Factor Blue and the Client, unless the parties involved explicitly agree otherwise in writing.
2. These General Terms and Conditions also apply to Agreements with Factor Blue for the performance of which third parties are engaged.
3. The applicability of any purchase conditions or other general terms and conditions of the Client is explicitly rejected.
4. If it has become evident that one or more provisions of these General Terms and Conditions are void or voidable, the General Terms and Conditions remain in effect in all other respects. If this situation occurs, Factor Blue and the Client will consult with the objective of agreeing on new provisions to replace the void or nullified provisions.
5. Any stipulations varying from the Agreement and the General Terms and Conditions are only valid if they have explicitly been agreed in writing with Factor Blue.

### Article 3. Quotations

1. Quotations are preferably submitted in writing or electronically, unless urgent circumstances justify a deviation from this.
2. All quotations of Factor Blue are subject to contract, unless a period for acceptance has been specified in the quotation. If a period for acceptance has been specified in the quotation, the quotation expires by operation of law once this period has ended.
3. Factor Blue cannot be bound by its quotations if the Client ought to have understood, according to standards of reasonableness and fairness and according to generally accepted standards, that the quotation or part of it contains an obvious mistake or clerical error.
4. If acceptance, whether or not on minor points, derogates from the offer included in the quotation, Factor Blue is not bound by it. In that case, the agreement is not formed, unless Factor Blue states otherwise.
5. A combined quotation does not oblige Factor Blue to perform part of the Assignment at a corresponding part of the specified price.

6. Quotations do not automatically apply to any future orders or repeat orders.

#### **Article 4. Formation of an agreement**

The Agreement is formed by the Client's acceptance in good time of Factor Blue's quotation.

#### **Article 5. Term of the agreement**

The Agreement is entered into for an indefinite period of time, unless the nature of the Agreement provides otherwise or if the parties have explicitly agreed otherwise in writing prior to the acceptance of the Agreement.

#### **Article 6. Maintenance agreement and/or hosting agreement**

1. In principle, the hosting agreement is entered into for one year. Without prejudice to this period, the parties may agree on a hosting agreement and a maintenance agreement for one year.
2. The Client cannot agree a maintenance agreement separately with Factor Blue. The Client can only enter into a maintenance agreement with Factor Blue combined with a hosting agreement.
3. Both the Client and Factor Blue have the right to give notice to terminate the maintenance agreement with due observance of a notice period of two months before the end of the month in which notice of termination is given.
4. Notice to terminate the maintenance agreement does not also mean notice to terminate the hosting agreement.
5. The Client can give notice to terminate the hosting agreement annually before the end of the term of the agreement. In doing so, the Client must observe a notice period of two months, notice taking place at the end of the month in which notice is given.

#### **Article 7. Hosting and back-up**

1. Factor Blue has its own hosting service at its disposal. Factor Blue reserves the right to limit the Client's data traffic, which must be stated in the Agreement.
2. If the Client exceeds the limit for data traffic, Factor Blue has the right to charge an amount for this.
3. The hosting provider gives a guarantee regarding the hosting. Factor Blue cannot be held liable for any damage or loss whatsoever resulting from the hosting provider's shortcomings.
4. Factor Blue is not in any event liable or responsible for damage or loss caused by shortcomings of the third parties engaged by Factor Blue.
5. Factor Blue is never liable for damage or loss caused by failure, breakdowns, decommissioning, loss of data at the hosting provider and third parties engaged by Factor Blue.

#### **Article 8. Domain registration**

1. The rules and procedures in force of the relevant registration authority/authorities apply to the application for and use of the Client's domain name. The registration authorities are responsible for handling the application for the domain name. It is not Factor Blue's responsibility as to whether the Client's application for the domain name is honoured.
2. Domain registration takes place in the Client's name and under the Client's responsibility. The domain is registered per calendar year and cannot be amended.
3. Amendment of the domain registration is regarded as a new domain registration.
4. Factor Blue is never liable or responsible for damage or loss resulting from the content and use of the domain and domain name by the Client or its subordinates.

#### **Article 9. Website content**

1. Factor Blue is not responsible for the content of the Client's website. Factor Blue reserves the right to suspend and/or remove the Client's website if the content:
  - a. is in conflict with the law;
  - b. has a violent nature or refers to a location with violent content;
  - c. discriminates based on race, gender, political affinity, religion, belief or other forms of discrimination;
  - d. incites, facilitates, promotes or recommends illegal activities;
  - e. has been hacked or is being hacked.

2. Factor Blue is never liable for damage or loss as a result of the website's unlawful content, unless Factor Blue was aware of this content.

#### **Article 10. Malware and/or viruses**

1. The Client must not place malware and/or viruses on its website that may harm Factor Blue's network.
2. If the Client has placed malware and/or viruses on its website, the malware and/or virus is removed immediately. Factor Blue may charge on the costs involved in this to the Client.
3. If the Client repeatedly and deliberately places malware and/or viruses on its website, Factor Blue has the right to terminate the Agreement and shut down the Client's website.

#### **Article 11. Website development or maintenance**

1. The Client provides Factor Blue in good time with all data, instructions, materials, passwords and the necessary access to the relevant system required for the development of or maintenance to the website or of which the Client should reasonably understand that they are necessary for the performance of the Agreement.
2. If the data referred to in paragraph 1 of this article is not provided or is not provided in good time, Factor Blue has the right to suspend the performance of the Agreement. The additional costs incurred by the delay are payable by the Client.
3. If the materials provided by the Client are protected by intellectual property, the Client guarantees that it has the required licences.
4. Factor Blue will try to keep the Client updated the best way possible on the progress of the work.
5. Testing and checking is the joint responsibility of the Client and Factor Blue. Factor Blue delivers the product to the Client after testing, checking and approval.
6. The Client is obliged to inspect the graphic design at the time of delivery, but in any case within 14 days of delivery, and to submit its final approval. Factor Blue will not charge the Client additional costs for the first round of feedback.
7. If the Client gives feedback after the first round of feedback, this is regarded as additional work.
8. The Client is obliged to inspect the developed and delivered website at the time of delivery, but in any case within 14 days of delivery, and to give feedback. Factor Blue will not charge the Client additional costs for the first round of feedback. At this stage, the Client may only give feedback on the technology behind the assignment.
9. Factor Blue reserves the right to charge costs for additional work. Factor Blue will inform the Client in advance before doing so.
10. After the Client's website has been delivered and the Client has given its final approval, the Client may conclude a maintenance agreement with Factor Blue. If, after delivery of the website, the Client wants maintenance to be carried out on the website, Factor Blue has the right to charge costs for this at rates yet to be determined.
11. If no maintenance agreement has been concluded, Factor Blue will support the Client for 30 days after delivery of the website with any problems or lack of clarity regarding the website's functioning. The customary hourly rate applies to remedying errors in digital files and/or websites that are reported after a period of 30 days. Factor Blue can remedy errors caused by third parties at the customary hourly rate.

#### **Article 12. Amendment to the agreement**

1. If during the performance of the Agreement it becomes apparent that a proper performance requires an amendment or supplement to the Agreement, Factor Blue will inform the Client of this as soon as possible. In that case, the parties will adjust the Agreement in good time and in joint consultation.
2. If the parties agree that the Agreement is to be amended or supplemented, this may affect the time of completion of the performance. Factor Blue will inform the Client as soon as possible about this.
3. Factor Blue will inform the Client in advance if the amendment to or supplement of the Agreement has financial, quantitative and/or qualitative consequences.
4. If a fixed fee and/or rate has been agreed, Factor Blue will inform the Client to what extent the amendment to or supplement of the Agreement influences the price. To the extent possible, Factor Blue will try to make an estimate in advance.
5. Factor Blue will not charge additional costs if the amendment or supplement is the result of circumstances attributable to Factor Blue.

6. Amendments to the Agreement concluded originally between the Client and Factor Blue are only valid from the time that these amendments have been accepted in writing by both parties by means of an additional or amended Agreement.

#### **Article 13. Performance of the agreement**

1. Factor Blue will perform the Agreement to the best of its knowledge and ability, and in accordance with high standards.
2. Factor Blue reserves the right to have certain work carried out by engaging third parties. The application of Sections 7:407 (2) and 7:409 of the Dutch Civil Code is explicitly excluded.
3. Factor Blue reserves the right to perform the Agreement in phases.
4. If the Agreement is performed in phases, Factor Blue reserves the right to invoice each performed part separately and to require payment for this. If and as long as the Client does not pay the separate invoice, Factor Blue cannot be obliged to perform the next phase, and it has the right to suspend the Agreement.
5. If the Agreement is performed in phases, Factor Blue reserves the right to suspend performance of such parts as pertain to a following phase or phases until the Client has approved the results of the preceding phase in writing.
6. The Client provides Factor Blue in good time with all data or instructions, which are necessary for the performance of the Agreement or of which the Client should reasonably understand that they are necessary for the performance of the Agreement.
7. If the above data and instructions are not provided or are not provided in good time by the Client, Factor Blue reserves the right to suspend the performance of the Agreement. The additional costs in connection with the delay are payable by the Client.

#### **Article 14. Fee**

The fee and/or rates are exclusive of VAT and any other government levies.

#### **Article 15. Change of fee**

1. If Factor Blue, upon concluding the Agreement, has agreed on a fixed fee and/or rate with the Client, Factor Blue is entitled to increase this fee or rate, even if the fee or the rate originally was not stated with reservation.
2. If Factor Blue has the intention to change the fee and/or rate, it will inform the Client of this as soon as possible.
3. If the increase of the fee or the rate takes place within three months of concluding the Agreement, the Client may terminate the Agreement by means of a written statement, unless:
  - a. the increase results from an authority or an obligation to which Factor Blue is subject pursuant to the law or regulations;
  - b. the increase results from an increase in the price of raw materials, wages, etcetera or other grounds that could not be foreseen at the time of entering into the Agreement;
  - c. Factor Blue is as yet willing to perform the Agreement on the basis of the originally agreed fee or rate;
  - d. it has been stipulated that performance will take place more than three months after the conclusion of the Agreement;
4. The Client has the right to terminate the Agreement if the fee or rate is increased more than three months after concluding the Agreement, unless it has been stipulated in the Agreement that performance will take place more than three months after concluding the Agreement.
5. Factor Blue will inform the Client in case of an intention to increase the fee or rate. Factor Blue will state the extent of the increase and the date on which the increase takes effect.

#### **Article 16. Period for performance**

1. The activities will be performed within a period stated by Factor Blue. If a period has been agreed or stated for the performance of certain activities, that period is indicative only and can never be regarded as a strict deadline.
2. If Factor Blue requires data or instructions from the Client, which are necessary for the performance of the Agreement, the period of performance starts after the Client has provided such to Factor Blue.

3. If a period of performance is exceeded, the Client must give Factor Blue written notice of default, offering Factor Blue a reasonable period as yet to perform the Agreement.
4. A notice of default is not necessary if the delivery has become permanently impossible or if it has otherwise become apparent that Factor Blue cannot fulfil its obligations under the Agreement. If Factor Blue does not proceed with performance within this period, the Client has the right to terminate the Agreement without judicial intervention and/or to require compensation.

#### **Article 17. Risk transfer**

1. Until the time when the items are brought under the Client's control, Factor Blue remains responsible and any risks are at Factor Blue's expense.
2. The risk of loss of, damage to or reduction in value of items that are the object of the Agreement passes to the Client in the capacity of a profession or business at the time when items are made available to the Client or a third party to be designated by the Client.
3. The risk of loss of, damage to or reduction in value of items that are the object of the Agreement passes to the Client in the capacity of consumer in the same manner as described in the previous paragraph.

#### **Article 18. Payment**

1. Payment takes place by transfer into a bank account designated by Factor Blue, unless otherwise agreed. Transfer takes place based on an invoice provided by Factor Blue.
2. Payment must be made within 14 days of the invoice date, in a manner to be specified by Factor Blue and in the currency stated in the invoice, unless otherwise agreed.
3. The Client is not authorised to deduct any amount from or set off any amount against the amount payable on account of a counterclaim alleged by it.
4. Factor Blue and the Client may agree that payment takes place in instalments in proportion to the progress of the work. If it has been agreed that payment takes place in instalments, the Client must pay in accordance with the instalments and the percentages established in the Agreement.
5. Any objections to the amount of the invoice do not suspend the payment obligation.
6. After 30 days have passed after the invoice date, the Client is in default by operation of law without notice of default. From the time of default, the Client owes interest of 2% a month on the amount that is due and payable, unless the statutory interest is higher.
7. In case of liquidation, suspension of payments or guardianship, Factor Blue's claims and the Client's obligations towards Factor Blue are immediately due and payable.

#### **Article 19. Collection charges**

1. If the Client has failed to fulfil its obligations or is in default, it will be charged all reasonable costs incurred to obtain an out-of-court settlement.
2. To the extent that the Client acts in the capacity of a business, contrary to Section 6:96 (5) of the Dutch Civil Code and the Dutch Extrajudicial Collection Costs (Fees) Decree, Factor Blue is entitled to compensation of 15% of the total outstanding principal sum subject to a minimum of €90 for each invoice that has not been paid either wholly or partially with respect to the extrajudicial costs and extrajudicial collection costs.
3. To the extent that the Client acts in the capacity of a consumer, Factor Blue is entitled to the maximum permitted compensation by law, as provided in the Dutch Extrajudicial Collection Costs (Fees) Decree, with respect to the extrajudicial costs or extrajudicial collection costs.
4. Any reasonable court costs and enforcement costs incurred are also payable by the Client in addition to the above costs.

#### **Article 20. Retention of title**

1. All items delivered by Factor Blue in the context of the Agreement remain the property of Factor Blue until the Client has properly fulfilled and paid in full that which it owes under the Agreement.
2. The amount payable also includes: payment of all interest and costs, as well as earlier and later deliveries and services performed, as well as claims for compensation on account of failures to fulfil the Agreement.

3. As long as the ownership of the delivered items has not passed to the Client, the Client may not resell, pledge or otherwise encumber items subject to retention of title, except within the ordinary course of its business.

#### **Article 21. Suspension**

1. If the Client does not, does not fully or does not in good time fulfil an obligation under the Agreement, Factor Blue reserves the right to suspend the performance of the corresponding obligation. Suspension is only allowed in case of partial or improper fulfilment to the extent that the shortcoming justifies such.
2. Furthermore, Factor Blue reserves the right to suspend the fulfilment of the obligations if:
  - a. after concluding the Agreement, Factor Blue has learned of circumstances that give it good reason to fear that the Client will not fulfil the obligations;
  - b. upon concluding the Agreement the Client was requested to provide security for the fulfilment of its obligations under the Agreement, and such security is not provided or is insufficient;
  - c. circumstances occur that are of such a nature that they make fulfilment of the Agreement impossible or that unaltered maintenance of the Agreement cannot reasonably be required of Factor Blue.
3. Factor Blue reserves the right to claim compensation from the Client.

#### **Article 22. Termination**

1. If the Client does not, does not fully, does not in good time or does not properly fulfil an obligation under the Agreement, Factor Blue has the right to terminate the Agreement with immediate effect, unless the shortcoming does not justify the termination in view of its minor importance.
2. Furthermore, Factor Blue is entitled to terminate the Agreement with immediate effect if:
  - a. after concluding the Agreement, Factor Blue has learned of circumstances that give it good reason to fear that the Client will not fulfil the obligations;
  - b. upon concluding the Agreement the Client was requested to provide security for the fulfilment of its obligations under the Agreement, and such security is not provided or is insufficient;
  - c. on account of the delay on the Client's part, Factor Blue can no longer be required to fulfil the Agreement on the originally agreed upon conditions;
  - d. circumstances occur that are of such a nature that they make fulfilment of the Agreement impossible or that unaltered maintenance of the Agreement cannot reasonably be required of Factor Blue;
  - e. the Client is put into liquidation, has been granted a suspension of payments, requests the application of the debt restructuring scheme for natural persons, is confronted with an attachment of all or part of its property;
  - f. the Client is placed under guardianship;
3. Termination takes place by means of written notice without judicial intervention. If the Agreement is terminated, any debts owed by the Client to Factor Blue become immediately due and payable.
4. If Factor Blue terminates the Agreement on the basis of the above grounds, Factor Blue is not liable for any costs or compensation.
5. If the termination is attributable to the Client, this means that the Client is liable for the loss suffered by Factor Blue.

#### **Article 23. Force majeure**

1. A breach of the Agreement may not be attributed to Factor Blue or the Client if this breach is not its fault or if it is not accountable by law, legal act or according to generally accepted standards. In this case, the parties are not obliged either to fulfil the obligations arising from the Agreement.
2. In these General Terms and Conditions, force majeure is understood to mean, in addition to what is contained in this respect in the law and case law, all foreseen and unforeseen external factors upon which Factor Blue cannot exert any influence.
3. Circumstances constituting force majeure include but are not limited to: industrial action, lock-out, fire, water damage, natural disasters or other external contingencies, mobilisation, war, traffic impediments, blockades, import or export impediments or other government measures, stagnation or delay in the supply of raw materials or machine parts, lack of staff, as well as all circumstances that obstruct the normal business as a result of which Factor Blue cannot reasonably require that the Client fulfil the Agreement.

4. Moreover, Factor Blue may rely on force majeure if the circumstance preventing fulfilment or further fulfilment of the Agreement takes effect after Factor Blue ought to have fulfilled its obligation.
5. In case of force majeure, the parties are not obliged to continue the Agreement, nor are they obliged to pay any compensation as long as the period of force majeure continues.
6. During the period that force majeure continues, both Factor Blue and the Client may suspend the obligations under the Agreement wholly or partially. If this period lasts longer than 2 months, both parties are entitled to terminate the Agreement with immediate effect, by means of written notice and without judicial intervention, without the parties being able to claim any compensation.
7. If the situation of force majeure is of a temporary nature, Factor Blue reserves the right to suspend the agreed performance for the duration of the situation of force majeure. In case of permanent force majeure, both parties are entitled to terminate the Agreement extrajudicially.
8. Insofar as Factor Blue has already fulfilled or will be able to fulfil part of its obligations under the Agreement at the time when force majeure occurs, and if any obligations already fulfilled or to be fulfilled have independent value, Factor Blue is entitled to invoice separately for the obligations already fulfilled or to be fulfilled. The Client is obliged to pay this invoice as if there were a separate Agreement.

#### **Article 24. Guarantees**

1. Factor Blue guarantees that the activities carried out by it correspond to the Agreement and are carried out according to high standards and making use of proper materials.
2. The guarantee specified in these General Terms and Conditions applies to use of services within the Netherlands.
3. The guarantee applies for a period of 3 months, unless the nature of the Service provides otherwise or if the parties have agreed otherwise. After the guarantee period has expired, all costs for repair or replacement, including administrative, shipment and call-out charges, will be charged to the Client.
4. If the guarantee provided by Factor Blue concerns an item manufactured by a third party, the guarantee is limited to the guarantee provided by the manufacturer of the item, unless stated otherwise.
5. If the Service provided does not comply with the guarantee, Factor Blue will proceed with replacement or repair free of charge within a reasonable period after having been informed of this.
6. All costs for repair or replacement, including administrative, shipment and call-out charges, are payable by the Client if the guarantee period has expired.
7. Any form of guarantee lapses if a defect has been caused as a result of incompetent use or a lack of care, or is the result of changes made to the delivered item by the Client or third parties. Neither does Factor Blue guarantee any damage or loss arising as a result of these defects.
8. The guarantee also lapses if the defect was caused by or is the result of circumstances beyond Factor Blue's control. These circumstances include weather conditions.

#### **Article 25. Liability**

1. The Assignment is performed entirely at the Client's risk and responsibility. Factor Blue is only liable for direct damage or loss caused by Factor Blue's deliberate recklessness or intent.
2. Factor Blue is never liable for indirect damage or loss, including consequential loss, loss of profits, lost savings, business interruption or immaterial damage of the Client. In the event of a consumer sale, this limitation does not go beyond the limitation permitted pursuant to Section 7:24 (2) of the Dutch Civil Code.
3. Factor Blue is not liable for damage or loss, of any nature whatsoever, as a result of Factor Blue's reliance on incorrect and/or incomplete data provided by the Client, unless it should have been apparent to Factor Blue that such data was incorrect or incomplete.
4. If Factor Blue should be liable for any damage or loss, Factor Blue's liability is limited to twice the amount stated in the invoice at most or to the amount that the insurance policy taken out by Factor Blue pays out, plus the excess borne by Factor Blue under the insurance policy.
5. Under no circumstances is Factor Blue liable for damage or loss caused by shortcomings of third parties engaged by Factor Blue, unless there is intent or recklessness on the part of Factor Blue.
6. The Client must report to Factor Blue as soon as possible the damage or loss for which Factor Blue can be held liable, but in any event within 10 days after the damage or loss arises, all this on penalty of forfeiture of any right of recourse regarding this damage or loss.

7. Any action for liability against Factor Blue expires within one year after the Client has become familiar with the event giving rise to the damage or loss or could reasonably have been familiar with it.

#### **Article 26. Indemnity**

1. The Client indemnifies Factor Blue against any claims from third parties who suffer damage or loss in connection with the performance of the Agreement, and which can be attributed to the Client.
2. If Factor Blue should be held liable by third parties for that reason, the Client is obliged to assist Factor Blue at law and otherwise. All costs and damage or loss on the part of Factor Blue and third parties are otherwise at the Client's risk and expense.

#### **Article 27. Limitation period**

1. A limitation period of one year applies to all actions against Factor Blue and any third parties engaged by Factor Blue.
2. The above does not apply to actions based on the delivered item not corresponding to the Agreement. In this case, actions expire two years after the Client has informed Factor Blue about the defect of the delivered item.

#### **Article 28. Intellectual property**

1. Factor Blue reserves the rights and powers vested in it pursuant to the Dutch Copyright Act and other laws and regulations on intellectual property.
2. Factor Blue reserves the right to use the increased knowledge as a result of the performance of the work for other purposes, to the extent that this will not cause any confidential information to be disclosed to third parties.

#### **Article 29. Privacy**

1. The data and information that the Client provides to Factor Blue will be kept by Factor Blue with care and in confidence.
2. Factor Blue will only and exclusively use the personal data of the Client in the context of the fulfilment of its delivery obligation or the handling of a complaint.
3. Factor Blue is not allowed to provide the Client's personal data to third parties, unless there is a reason for it or if the Client has concluded an agreement with Factor Blue in this regard.
4. If, on the basis of a statutory provision or a court decision, Factor Blue is obliged to provide confidential information to third parties, and Factor Blue cannot rely on a statutory right of non-disclosure or a right of non-disclosure acknowledged or allowed by the competent court, Factor Blue is not obliged to pay compensation in case of a serious personal data breach. The Client is also not entitled to terminate the Agreement on the basis of any damage or loss caused as a result.
5. The Client agrees that Factor Blue may process the available data for statistical research or customer satisfaction surveys. If the Client does not wish to cooperate in this, the Client may communicate this to Factor Blue.

#### **Article 30. Cookies**

1. Factor Blue may place cookies on its website to monitor the surfing behaviour of visitors and to increase ease of use. This may include necessary, functional, analytical and advertising cookies.
2. The information collected by means of the cookies on the Client's website will be kept carefully and confidentially on the servers of Factor Blue.
3. Website visitors have the option to remove cookies at all times. Factor Blue cannot guarantee a completely optimal use of the website in such a case, and does not accept liability for any resulting damage or loss.

#### **Article 31. Complaints procedure**

1. If the Client has a complaint about the services of Factor Blue, the Client may communicate this to Factor Blue by email.
2. The Client must submit its complaint to Factor Blue within two months after the time when the Client has learned of the existence of the basis for the complaint.
3. Factor Blue treats all complaints confidentially.





4. Factor Blue endeavours to handle complaints within 14 working days. If the time to handle the complaint lasts longer than 14 days, Factor Blue will inform the person who submitted the complaint as soon as possible.

**Article 32. Applicable law and disputes**

1. Dutch law applies exclusively to all legal relationships to which Factor Blue is a party. This also applies if an obligation is fulfilled wholly or partially abroad or if the Client resides abroad.
2. Disputes must be submitted to the competent Court of Nijmegen.