

FIVESPARK / BELSTORE.COM B.V. SUPPLEMENT**TO THE GENERAL TERMS AND CONDITIONS OF NLDIGITAL****1. General**

These terms and conditions apply in addition to the contract concluded between the client and Fivespark / Belstore.com B.V. ("Supplier") and the applicable NLDigital General Terms and Conditions.

By signing the agreement, the client authorizes the Supplier to perform all (legal) acts that are necessary for the client to be connected in its name to the service providers and/or third parties mentioned in the agreement. Client agrees with all conditions and prices as mentioned in the offer or agreement. For any additional or other prices of service providers and/or third parties, including the prevailing out-of-bundle rates, please also refer to the website of the provider.

2. Contracts with third parties

If and insofar as the Supplier supplies equipment and/or services of third parties to the client, or if Fivespark has acted as an intermediary in the establishment of a relationship within that framework between the client and a third party, such delivery takes place in accordance with Article 1.4 of the NLDigital Terms and Conditions, under the applicability of the terms and conditions of the third party or other parties in question and thereby overruling derogating provisions of the Supplier's general terms and conditions. The terms and conditions of the third party (or third parties) are provided to the client (*ter hand gesteld*), and by accepting the Agreement the client explicitly declares that he/she agrees with these terms and conditions (as well). The terms and conditions of the third party (or third parties) shall also be made available for inspection by the client at the Supplier and the third party, for example on the third party's website. The client agrees that claims resulting from, among other things, the infringement of intellectual property rights, defects, delays, damage or other consequences arising from the delivery, use or implementation of the product and/or service of the third party shall be checked with the conditions of delivery of that third party. The Supplier is not liable for those defects, delays, or damages, whether direct, indirect, or consequential caused by the products and/or services of third parties.

3. Price indexation / increases

The Supplier is entitled to change the contractual rates and prices annually per the first quarter of a calendar year in accordance with the most recent price index "service prices" (*dienstenprijzen*, DPI) established by Statistics Netherlands (CBS). The Supplier is also entitled to charge the client for price increases of third parties. Supplier shall announce the price changes in advance.

4. Secondment

In the event of secondment, the work shall be carried out on a 'best effort' basis. For matters of liability, the parties refer to article 16 of the NLDigital Conditions, and the parties agree that, if it is established that the Supplier is liable to the client, the liability is limited to the amount paid out by the Supplier's insurer in that regard, plus any possible applicable excess.

In the case of secondment, the client must take out adequate liability insurance for the persons working within the business, including the Supplier's employees.

5. Returns

Upon receiving products, the client must inspect them thoroughly. In the event the client has received incorrect or damaged items, the client must report this in writing to the service desk within 72 hours of receipt. This must be sent by e-mail to service@fivespark.com, containing an explanation of return; the delivery note; the date the goods were delivered; the company name; the client number; the name of the contact person. The registered goods must be returned in their original condition, the packaging must be unopened and undamaged and the returned items must be in Supplier's possession within 5 working days after being reported.

If the client does not comply with the above-mentioned conditions (i.e. unopened and undamaged) and deadlines, or in case of returns with an individual value of less than €100, excluding VAT, the returns in question will not be processed. In that case the client's right of repair, replacement and/or compensation shall cease to apply. The item(s) in question shall then be regarded as having been accepted. If an incorrect item with a higher price than the originally ordered item has been delivered, the additional price must be paid to the Supplier.

6. Choice of law and forum

The agreement and legal relationship between the parties is governed by Dutch law. All disputes between the parties, including disputes from unlawful acts or tort, shall be submitted exclusively to the court in Amsterdam.