Article 1 Definitions

- 1. Cooling-off period: the period during which the Consumer can use his right of withdrawal;
- 2. Consumer: the Customer who is a natural person, who is not acting for purposes relating to his trade, business, craft or professional activity;
- 3. Day: calendar day;
- 4. Digital Content: data produced and delivered in digital form;
- Continuing Performance Contract: a contract for the regular supply of items, services and/or digital content for a specific period of time;
- 6. Durable Medium: every tool including e-mail that enables the Consumer or entrepreneur to store information that is addressed to him personally, in a way that allows for future consultation or use for a period of time that is appropriate to the purpose for which the information is intended, and which allows for the unaltered reproduction of the stored information;
- Right of Withdrawal: the possibility the Consumer has of cancelling the Distance Contract during the cooling-off period;
- Customer: the natural person or legal entity that purchases products, (access to) digital content and/or services (at a distance) from 24 ICE;
- Entrepreneur: the natural person or legal entity that offers products, (access to) digital content and/or services (at a distance) to Customers, in this case 24 ICE;
- 10. Distance Contract: a contract concluded between 24 ICE and the Customer within the framework of an organised system for the distance selling of products, digital content and/or services, whereby sole or joint use is made of one or more techniques for remote communication up to and including the moment at which the contract is concluded:
- Model Withdrawal Form: the European model withdrawal form set out in Annex I to these terms and conditions
- 12. Distance: means that can be used for concluding a contract, without the Consumer and the Entrepreneur having to meet in the same room at the same time.

Article 2 General

 These terms and conditions apply to all offers, quotations and contracts between 24 ICE B.V. (Trade Register number 73918679), hereinafter referred to as: "24 ICE", and a Customer to which 24 ICE has declared these conditions applicable, insofar as these

- conditions have not been expressly deviated from in writing by the parties.
- The present terms and conditions will also apply to any contracts with 24 ICE for the performance of which 24 ICE needs to engage third parties.
- 3. These general terms and conditions are also written for the employees of 24 ICE and its management.
- 4. The applicability of any purchase or other conditions applied by the Customer is expressly excluded.
- 5. If one or more provisions of these general terms and conditions are declared void or otherwise lose their validity in whole or in part at any time, the other provisions of these general terms and conditions will continue to apply in full. At such times, 24 ICE and the Customer will consult in order to agree new provisions to replace the provisions that were declared void or otherwise lost their validity, whereby the intention and purport of the original provisions must be taken into account as much as possible.
- In the event of lack of clarity as to the interpretation of any of the provisions of these general terms and conditions, such provisions must be interpreted according to their spirit.
- If any situation should occur between the parties that is not provided for in these general terms and conditions, such situation must be assessed according to the spirit of these general terms and conditions.
- 8. No failure by 24 ICE at any time to require strict compliance with these conditions will be deemed to constitute a waiver by 24 ICE of the applicability of the provisions hereof or forfeiture, in any way whatsoever, of the right to require strict compliance with the provisions of these conditions in other situations.
- 9. Before the Distance Contract is concluded, the text of these general terms and conditions will be made available to the Consumer. If this is not reasonably possible, 24 ICE will indicate, before conclusion of the Distance Contract, how the general terms and conditions may be inspected at 24 ICE and that they will be sent free of charge to the Consumer at his request as soon as possible;
- 10. If the Distance Contract is concluded electronically then, contrary to the previous paragraph and before the Distance Contract is concluded, the text of these general terms and conditions may be made available to the Consumer by electronic means in such a way that the Consumer can easily store them on a Durable Medium. If this is not reasonably possible, it will be stated, prior to the conclusion of the Distance

Contract, where the general terms and conditions can be inspected electronically and that they will be sent free of charge to the Consumer, either electronically or in some other way.

Article 3 Offers and quotations

- All quotations and offers by 24 ICE are without obligation, unless the offer states a period for acceptance. An offer or quotation will lapse if the product to which the offer or quotation relates is no longer available in the meantime.
- 24 ICE cannot be obliged to comply with its offers or quotations if the Customer is able to reasonably understand that the offers or quotations, or part thereof, contained a manifest clerical or other error.
- The prices stated in the offers and quotations are exclusive of VAT and other government levies, and exclusive of any costs to be incurred within the context of the contract, including travel, accommodation, dispatch and administrative costs, unless indicated otherwise.
- 4. If the acceptance derogates from the offer or quotation submitted in minor or major respects, 24 ICE will not be bound by it. In such event, the contract will not come into effect in accordance with such derogating acceptance, unless 24 ICE indicates otherwise.
- 5. A compound quotation will not impose any obligation on 24 ICE to perform part of the assignment or part of the delivery of items against payment of a corresponding part of the price quoted. Quotations or offers will not automatically apply to any future orders.

Article 4 Contract duration; delivery periods, performance and amendment of the contract

- The contract between 24 ICE and the Customer will be entered into for an indefinite period of time, unless dictated otherwise by the nature of the contract or expressly agreed otherwise in writing between the parties.
- Any term agreed or stated with respect to the completion of certain activities or the delivery of certain items will never constitute a strict deadline. In the event a term is exceeded, the Customer will be obliged to give 24 ICE written notice of default, granting a reasonable further term for performance of the contract.
- If 24 ICE requires information from the Customer for the execution of the contract, the execution period will not begin until the Customer has made this information available to 24 ICE correctly and in full.

- 4. Delivery will be made ex works of 24 ICE, unless otherwise agreed in writing. The Customer will be under the obligation to take delivery of the items at such time as they are put at its disposal. If the Customer refuses to take delivery or fails to provide any information or instructions that are required for delivery, 24 ICE will have the right to store the items at the expense and risk of the Customer.
- 5. 24 ICE has the right to have certain activities performed by third parties.
- 6. 24 ICE may perform the contract in phases and invoice separately each phase thus performed.
- If the contract is executed in phases, 24 ICE may suspend execution of those parts that belong to a subsequent phase until the Customer has fulfilled its financial or other obligations with regard to the preceding phase(s).
 - If it becomes clear during performance of the contract that the proper performance thereof will require amendments or additions to that which has already been agreed, the parties will amend the contract in good time and in joint consultation. If the nature, scope or content of the contract are changed, at the request or on the instructions of the Customer and/or the competent authorities or otherwise, and the contract is therefore altered in a qualitative and/or quantitative sense, such may have consequences for the matters that were agreed originally. The amount that was agreed originally may become higher or lower as a result. 24 ICE will submit a quotation in respect thereof in advance as much as possible. A change to the contract may also result in a change to the term of performance that was stated originally. The Customer accepts the possibility of a change to the contract, which includes the change to the price and the term of performance.
- If the contract is amended, including any additions, 24 ICE will have the right not to perform it until such has been approved by the competent person at 24 ICE and the Customer has accepted the price and other conditions stated in connection with the performance, including the implementation term to be decided at that time. Failure to perform the amended contract or failure to perform it immediately does not constitute breach of contract on the part of 24 ICE and will not constitute grounds for the Customer to terminate or cancel the contract. Without being in default, 24 ICE may reject a request for amendment of the contract if this would, either qualitatively and/or quantitatively,

- affect, for example, the services or items to be provided in that respect.
- 10. Should the Customer be in default of proper performance of its obligations vis-à-vis 24 ICE, the Customer will be liable for any and all damage (including expenses) suffered by 24 ICE as a direct or indirect result.
- 11. If 24 ICE agrees a fixed price with the Customer, 24 ICE will, nevertheless, at all times be entitled to increase such price, without any right arising on the part of the Customer in such event to terminate the contract for that reason, if such price increase is the result of any right or obligation pursuant to laws or regulations or is based on an increase in the price of raw materials, wages, etc., or any other grounds that were not reasonably foreseeable at the time of entering into the contract.
- 12. If the price increase other than due to a change in the contract is more than 10% and takes place within three months of conclusion of the contract, only the Customer who is entitled to invoke Title 5, Section 3 of Book 6 of the Dutch Civil Code will be entitled to terminate the contract by written declaration, unless 24 ICE is then still prepared to execute the contract on the basis of what was originally agreed, or if the price increase is the result of a right or obligation resting with 24 ICE under the law, or if it has been stipulated that delivery will take place more than three months after purchase.
- 13. If the contract is concluded electronically, 24 ICE will take appropriate technical and organisational measures to secure the electronic transmission of data and will ensure a secure web environment. If the Consumer is able to pay electronically, 24 ICE will observe appropriate security measures.
- 14. If it concerns a Distance Contract, by no later than when the product, service or Digital Content is delivered 24 ICE will provide the Consumer with the following information, in writing or in such a way that it can be saved by the Consumer in an accessible way on a Durable Medium:
 - a. the visiting address of the 24 ICE business location the Consumer can turn to with complaints;
 - b. the conditions under which and the manner in which the

Consumer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;

- c. information about guarantees and existing after-sales service:
- d. the price including all taxes of the product, service or Digital Content; insofar as applicable, the cost of delivery; and the manner of payment, delivery or performance of the Distance Contract;
- e. the requirements for termination of the contract if the contract has a duration of more than one year or is of unspecified duration;
- f. if the Consumer has a right of withdrawal, the model withdrawal form.
- 15. In the event of an Continuing Performance Contract, the provision in the previous paragraph will apply only to the first delivery.

Article 5 Suspension, termination and early termination of the contract

- 1. 24 ICE will be entitled to suspend performance of its obligations or to terminate the contract, if:
 - the Customer does not comply with its obligations under the contract or fails to do so fully or on time:
 - circumstances which come to the knowledge of 24 ICE after conclusion of the contract give good reason to fear that the Customer will not fulfil its obligations;
 - at the time the contract was concluded, the Customer was requested to provide security for compliance with its obligations under the contract and this security is not provided or is insufficient;
 - If the delay on the part of the Customer means that 24 ICE can no longer be required to fulfil the contract on the terms originally agreed, 24 ICE will be entitled to terminate the contract.
- Furthermore, 24 ICE will be authorised to terminate the contract if circumstances occur of such a nature that performance of the contract is rendered impossible or if other circumstances occur of such a nature that 24 ICE cannot reasonably be required to leave the contract unchanged.
- If the contract is terminated, 24 ICE's claims against the Customer will become immediately due and payable. If 24 ICE suspends performance of the obligations, it will retain its entitlements under the law and the contract.
- 4. In the event 24 ICE suspends or terminates the contract, it will not be obliged in any way to

- compensate the damage and costs that have arisen in any way as a result thereof.
- If the termination is attributable to the Customer, 24 ICE will be entitled to compensation for the damage, including the costs, sustained as a direct or indirect result thereof.
- 6. If the Customer fails to comply with its obligations under the contract and this failure justifies termination, 24 ICE will have the right to terminate the contract immediately and with immediate effect without any obligation on its part to pay damages or compensation, while the Customer will be obliged to pay damages or compensation on the basis of a breach of contract.
- 7. In the event of winding-up, the granting of, or application for, a moratorium on payment of debts or a bankruptcy order, attachment if and to the extent that the attachment is not lifted within three months at the expense of the Customer, debt rescheduling or any other circumstances as a result of which the Customer loses free control of its assets, the Customer will be in default by operation of law and 24 ICE will be free promptly to terminate or to give notice of termination of the contract or to cancel the order or the contract with immediate effect, without any liability arising on its part to pay any form of damages or compensation. In such event, 24 ICE's claims against the Customer will be immediately due and payable.
- 8. If the Customer cancels all or part of an order placed, the items ordered or finished for such purpose, increased by any costs of supply, disposal and delivery and labour hours reserved for performance of the contract, will be fully invoiced to the Customer.

Article 6 Right of withdrawal for Distance Contract

- The Customer, who is a Consumer, can terminate a
 Distance Contract relating to the purchase of a
 product, without having to give reasons, during a
 cooling-off period of no more than 14 days. Although
 24 ICE may ask the Consumer for the withdrawal
 reason, the Consumer is not obliged to state the
 reason(s).
- 2. The cooling-off period referred to in paragraph 1 commences on the day after the Consumer, or a third party designated by the Consumer, who is not the transport operator, has received the product, or:
- if the Consumer has ordered a number of products in one and the same order: the day on which the Consumer, or a third party it has designated, has

- received the final product. 24 ICE may refuse an order for several products with different delivery times provided it has clearly informed the Consumer to that effect prior to the order process.
- if the delivery of a product consists of various consignments or parts: the day on which the Consumer, or a third party he has designated, has received the final consignment or the final part;
- c. in the case of contracts for the regular delivery of products during a certain period: the day on which the Consumer, or a third party he has designated, received the first product.

Article 7 Obligations of the Consumer during the cooling-off period in case of a Distance Contract

- 1. During the cooling-off period, the Consumer will handle the product and the packaging with care. He will only unpack or use the product to the extent necessary to determine the nature, characteristics and operation of the product. The point of departure in this regard is that the Consumer may only use and inspect the products as he would do in a store. Thus, the right of withdrawal will not be honoured by 24 ICE if it appears that the products delivered by it have already been processed and/or damaged and/or opened by the Consumer.
- The Consumer is only liable for any decrease in value of the product which is the consequence of handling the product which goes beyond what is permitted in paragraph 1.
- The Consumer is not liable for any decrease in value of the product if 24 ICE does not provide the Consumer with all the information regarding the right of withdrawal required by law before or upon conclusion of the contract.

Article 8 Exercising the right of withdrawal by the Consumer in case of a Distance Contract and the related costs

- If the Consumer uses his right of withdrawal, he must report this to 24 ICE during the cooling-off period using the model withdrawal form, or in another unequivocal way.
- As quickly as possible, but in any event within 14 days from the day following the notification referred to in paragraph 1, the Consumer will return the product, or hand it over to 24 ICE or one of its authorised representatives. This is not necessary if 24 ICE has offered to collect the product itself. The Consumer

- must, in any event, observe the return deadline if he returns the product before the end of the cooling-off period.
- The Consumer will then return the product with all accessories supplied, if reasonably possible in its original state and packaging, and in accordance with the reasonable and clear instructions issued by 24 ICE.
- 4. The Consumer bears the risk and burden of proof for the correct and timely exercising of the right of withdrawal.
- 5. The Consumer bears the direct costs of returning the product. If 24 ICE has not indicated that the Consumer will bear such costs or if 24 ICE indicates that it will bear the costs itself, the Consumer will not bear the costs of return shipment.

Article 9 Obligations of 24 ICE in the event of withdrawal in case of a Distance Contract

- 1. If 24 ICE makes it possible for the Consumer to issue a notification of withdrawal electronically, it will immediately send a confirmation of receipt, after receipt of this notification.
- 2. 24 ICE will reimburse all payments made by the Consumer, including any delivery costs charged by 24 ICE for the returned product, without undue delay but within 14 days following the day on which the Consumer notifies his withdrawal. Unless 24 ICE offers to collect the product, it is entitled to wait as regards repayment until the product has been received or until the Consumer demonstrates that he has returned the product, whichever is earlier.
- 24 ICE will use the same payment method for repayment as the Consumer used, unless the Consumer agrees to a different method. The Consumer will not be charged for any repayments.

Article 10 Force majeure

- 24 ICE will not be required to perform any obligation vis-à-vis the Customer if prevented from doing so as a result of any circumstances that are beyond its control or that, according to the law, a legal act or generally accepted standards, should not be at its expense.
- Under these general terms and conditions, force majeure will mean, in addition to the meaning thereof as laid down in legislation and in case law, all external causes, anticipated or not anticipated, over which 24 ICE cannot exert influence, but which prevent 24 ICE

- from fulfilling its obligations, including pandemics and/or work strikes within the business of 24 ICE or that of third parties. 24 ICE also has the right to invoke force majeure if the circumstance that prevents (further) compliance occurs after 24 ICE should have already complied with the relevant obligation.
- 3. For the duration of the situation of force majeure, 24 ICE may suspend the obligations under the contract. If such period exceeds two months, either party may dissolve the contract, without any liability arising on their part to compensate the other party's damage.
- 4. To the extent that, at the time of occurrence of the situation of force majeure, 24 ICE has meanwhile performed, or will be able to perform, all or part of its obligations, and the part performed or to be performed has independent value, 24 ICE will be entitled to invoice the part performed or to be performed separately. The Customer will be required to pay such invoices as though there were a separate contract.

Article 11 Payment and costs of collection

- Payment must always take place within 30 days after the invoice date in a manner to be indicated by 24 ICE in the currency stated in the invoice, unless 24 ICE has indicated otherwise in writing. 24 ICE will be entitled to invoice periodically.
- 2. If the Customer fails to pay any invoice, the Customer will be in default by operation of law. The Customer will then owe interest of 1% per month, unless the statutory interest is higher, in which case the statutory interest will be due. The interest on the payable amount will be calculated from the moment the Customer is in default until the moment the entire amount due is paid.
- 3. 24 ICE will be entitled to decide that the payments made by the Customer will first go to reduce the costs, then to reduce the accrued interest, and finally to reduce the principal sum and the accruing interest.
- 4. 24 ICE may, without being in default, reject any offer for payment if the Customer designates a different order for allocation of the payment. 24 ICE may reject full payment of the principal sum if the accrued and accruing interest and costs of collection are not paid simultaneously.
- 5. The Customer never has the right to set off the amount it owes to 24 ICE.
- 6. In no event will any objections to the amount of an invoice suspend the payment obligation. If the

Customer is not entitled to invoke Section 6.5.3 (Sections 231 to 247 inclusive of Book 6 of the Dutch Civil Code), it will not be entitled to suspend payment of an invoice for any other reason either.

7. In the event the Customer is in default or fails to comply with its obligations (on time), all reasonable costs to obtain satisfaction out of court and the reasonable judicial and enforcement costs will be for the account of the Customer. The extrajudicial costs are calculated on the basis of what is customary in the Dutch collection practice, currently the calculation method according to the Extrajudicial Collection Costs (Fees) Decree of 27 March 2012 (Bulletin of Acts and Decrees 2012/142). However, if 24 ICE incurred higher costs in connection with collection that were reasonably necessary in respect of a Customer that is not a Consumer, the costs actually incurred will qualify for reimbursement. The Customer will also owe statutory (commercial) interest on the payable extraiudicial collection costs.

Article 12 Retention of title

- 1. All items supplied by 24 ICE within the framework of the contract will remain the property of 24 ICE until the Customer has fulfilled all obligations arising from all contract(s) concluded with 24 ICE.
- 2. Items delivered by 24 ICE which, pursuant to paragraph 1, are subject to retention of title, may not be resold, unless the sale takes place for the purpose of the Customer's normal business operations. However, the items delivered may never be used as a means of payment. The Customer does not have the right to pledge or otherwise encumber in any way the items that are covered by the retention of title. This provision has property law effect.
- 3. The Customer will at all times perform all such acts as may reasonably be required of it in order to safeguard 24 ICE's ownership rights.
- 4. If third parties levy an attachment against the items delivered subject to retention of title or wish to create or enforce rights in respect thereof, the Customer will be obliged to notify 24 ICE thereof without delay.
- 5. The Customer undertakes to take out and maintain insurance for the items delivered subject to a retention of title against fire, explosion and water damage, as well as against theft and, on demand, submit the relevant insurance policy to 24 ICE for inspection. In the event of an insurance payment, 24 ICE will be entitled to this money. In so far as necessary, the Customer commits towards 24 ICE in advance that it

- will cooperate in all acts that may be or prove to be necessary or desirable in that connection.
- 6. If 24 ICE wishes to exercise its rights of ownership referred to in this article, the Customer hereby grants in advance should the occasion arise its unconditional and irrevocable approval to 24 ICE or third parties to be indicated by it to enter all those places where 24 ICE's property is located and to repossess those items.

Article 13 Warranties, inspection and complaints, prescription period

- The items to be provided by 24 ICE will meet such customary requirements and standards as may reasonably be set in that respect at the time of delivery and for which they are intended in the event of normal use in the Netherlands. The warranty set forth in this article will apply to any items intended for use within the Netherlands. In case of use outside the Netherlands, the Customer will be obliged to verify whether the use thereof is suitable for the use there and complies with the conditions that are imposed in that connection. In that case, 24 ICE may set other warranty and other conditions in respect of the items to be delivered or activities to be performed.
- 2. The warranty referred to in paragraph 1 of this article will be valid for a period of 6 months following delivery, unless dictated otherwise by the nature of the items delivered or agreed otherwise between the parties. If the warranty given by 24 ICE regards an item that was manufactured by a third party, the warranty will be limited to the warranty given by the manufacturer of the item in that respect, unless stated otherwise.
- 3. Any warranty will expire if a defect has occurred as a result of, or ensues from, injudicious or improper use thereof, incorrect storage or maintenance thereof by the Customer and/or third parties, if the Customer or third parties have made, or tried to make, changes to the item without 24 ICE's written consent, other items were attached to such items which should not have been attached thereto or if such items were processed or adapted in any manner other than as prescribed. Nor will the Customer be entitled to a guarantee if the defect is caused by, or the result of, circumstances beyond 24 ICE's control, including weather conditions (such as, for example, but not limited to, extreme rainfall or temperatures), et cetera.

- 4. The Customer will be required to inspect, or cause the inspection of, the items delivered immediately at such time as the items are put at its disposal or the relevant services have been provided. The Customer is obliged to investigate in this connection whether the quality and/or quantity of the items delivered correspond to what was agreed and comply with the requirements that were agreed by the parties in that connection. Any visible defects must be notified to 24 ICE in writing within seven days after delivery. Any invisible defects must be reported to 24 ICE in writing immediately, but in any event within fourteen days after they are discovered. The report must contain as detailed a description of the defect as possible, so as to enable 24 ICE to respond adequately. The Customer must give 24 ICE the opportunity to investigate, or cause the investigation of, a complaint.
- Complaints will not be processed if the items delivered are no longer in their original condition, such as products that have already been processed or modified.
- If the Customer, that is not a Consumer, complains in time, this does not suspend its payment obligation.
 In such event, the Customer will remain under the obligation to take delivery of, and to pay for, the other items ordered.
- 7. In the event a defect as referred to in paragraph 4 is notified later, the Customer will no longer be entitled to repair, replacement or compensation.
- 8. If it has been established that an item is defective, and a complaint in that respect has been lodged in good time, 24 ICE will, at its option, replace or arrange repair of the defective item, or pay replacement compensation in that respect to the Customer, within a reasonable term of receipt of the returned item or, if return shipment is not reasonably possible, written notice of the defect by the Customer. In the event of replacement, the Customer will be under the obligation to return, and transfer title of the replaced item to 24 ICE, unless indicated otherwise by 24 ICE.
- If it is established that a complaint is unfounded, the costs incurred by 24 ICE as a result, including investigation costs, will be borne in full by the Customer.
- After expiry of the warranty period, all costs of repair or replacement, including administrative charges, costs of shipment and call-out charges, will be invoiced to the Customer.

11. In derogation from the statutory prescription periods, the prescription period of all claims and defences towards 24 ICE and the third parties involved by 24 ICE in the performance of the contract will be one year.

Article 14 Liability

- 1. Any liability that may arise on 24 ICE's part will be limited to the arrangements made in this provision.
- 2. 24 ICE will not be liable for any damage, of any nature whatsoever, suffered as a result of 24 ICE's reliance on (incorrect and/or incomplete) information provided by or on behalf of the Customer.
- Any liability that may arise on 24 ICE's part will be limited to twice the invoice value of the order, or at least to that part of the order to which the liability relates.
- 4. 24 ICE's liability will in any event at all times be limited to the amount paid out by its insurer, if any.
- 5. 24 ICE will be liable for direct damage only.
- 6. Direct damage will be understood exclusively as the reasonable costs of assessment of the cause and scope of the damage, to the extent that such assessment relates to damage within the meaning of these terms and conditions, the reasonable costs, if any, incurred to ensure that 24 ICE's defective performance is in compliance with the contract, to the extent attributable to 24 ICE, and reasonable costs incurred in order to prevent or mitigate damage, to the extent that the Customer demonstrates that such costs have resulted in mitigation of direct damage within the meaning of these general terms and conditions.
- 24 ICE is never liable for indirect damage, which includes consequential loss, lost profits, lost savings and loss due to business interruption.
- 8. The limitations of liability included in this article do not apply if the damage is caused by intent or gross negligence on the part of 24 ICE or its managing employees.

Article 15 Transfer of risk

- The risk of loss, damage or depreciation will pass to the Customer at the moment when the items are brought under the control of the Customer or a third party designated by the Customer.
- Items will be transported at the risk and expense of 24 ICE, unless the Customer uses a carrier at its own expense. In that case, the risk referred to in paragraph

1 of this article will pass to the Customer at the time when the items are brought under the control of the carrier.

Article 16 Indemnity

- The Customer indemnifies 24 ICE against any claims from third parties that sustain a loss in connection with the performance of the contract and the cause of which is attributable to parties other than 24 ICE.
- In the event 24 ICE should be held liable by third parties, the Customer will be obliged to assist 24 ICE both in and out of court and to immediately do all that may be expected of it in such cases. If the Customer fails to take adequate measures, 24 ICE will, without any notice of default being required, be entitled to take such measures itself. Any costs and damage incurred by 24 ICE and third parties as a result thereof will be entirely at the expense and risk of the Customer.

Article 17 Applicable law and disputes

- All legal relationships to which 24 ICE is a party are governed exclusively by Dutch law, also in the event all or part of an obligation is complied with abroad or in the event the party to the legal relationship has its place of business there. The applicability of the Vienna Sales Convention is excluded.
- The court in the place where 24 ICE has its registered office has exclusive jurisdiction to hear disputes, unless the provisions of mandatory law prescribe otherwise. 24 ICE nevertheless always has the right to submit the dispute to the court that has jurisdiction pursuant to the law.

Article 18 Location and amendment of conditions

- 1. The most recent version that applied at the time of the establishment of the relevant legal relationship with 24 ICE applies at all times.
- 2. 24 ICE is entitled to revise and amend these General Terms and Conditions periodically.
- 3. The Dutch text of the General Terms and Conditions is always decisive for their interpretation.