GENERAL TERMS AND CONDITIONS

VERSION	EFFECTIVE FROM	ONLINE VERSION
1.0	**July 12, 2022**	**vr-innovations.nl/crow-group-terms-and-conditions**

These are the General Terms and Conditions of Crow Group BV (hereinafter referred to as " **Crow Group** "), a company with address Dokter Klinkertweg 12A, Zwolle. Crow Group is registered with the Chamber of Commerce under number 87013711.

Definitions

In these General Terms and Conditions, the following terms have the following meaning, unless expressly stated otherwise:

General Terms and Conditions : these general terms and conditions as stated below.

Company: the Other Party acting in the course of a business or profession.

Civil Code : the Civil Code.

Assignment: All work, in whatever form, that Crow Group performs for or for the benefit of the Other Party.

Distance services : an agreement concluded between Crow Group and the Other Party in the context of an organized system for distance services, whereby exclusive or joint use is made of one or more techniques for distance communication up to and including the conclusion of the agreement. ;

Service: All work, in whatever form, that Crow Group performs for or for the benefit of the Other Party.

Distance services : an agreement concluded between Crow Group and the Other Party in the context of an organized system for distance services, whereby exclusive or joint use is made of one or more techniques for distance communication up to and including the conclusion of the agreement. ;

Distance selling: an agreement concluded between Crow Group and the Other Party within the framework of an organized system for distance selling, whereby exclusive or joint use is made of one or more techniques for distance communication up to and including the conclusion of the agreement. ;

Agreement : Any agreement concluded between Crow Group and the Other Party.

Product: All matters that are the subject of an Agreement.

Other Party : the Company that has accepted these General Terms and Conditions and has commissioned the performance of an Assignment.

Unless the General Terms and Conditions expressly provide otherwise, the singular shall be deemed to include the plural and vice versa in the interpretation of the General Terms and Conditions and a reference to a masculine form shall be deemed to include a reference to a feminine form and vice versa. .

1. Applicability

1. These General Terms and Conditions apply to every quotation and Agreement concluded between Crow Group and the Other Party, unless the parties have expressly deviated from these General Terms and Conditions in writing.
2. These General Terms and Conditions also apply to agreements with Crow Group, for the execution in which third parties must be involved.
3. The applicability of general terms and conditions of the Other Party is expressly rejected.
4. Deviations from the Agreement and General Terms and Conditions are only valid if they have been expressly agreed in writing between the parties.

2. Quotations

1. All quotations where the contrary is not expressly stated, are considered an offer without obligation that can be revoked at any time, even if they contain a term for acceptance. Quotations can also be revoked in writing by Crow Group immediately after receipt of acceptance, but no later than within two working days, in which case no agreement has been concluded between the parties.

All Crow Group quotes are valid for 31 days unless otherwise stated.

1. Crow Group cannot be held to its quotations if the Other Party, on the basis of reasonableness and fairness and generally accepted views, should have understood that the quotation or a part thereof contains an obvious mistake or error.
2. If the acceptance, whether or not on minor points, deviates from the offer included in the quotation, Crow Group is not bound by it. The Agreement will then not be concluded in accordance with this deviating acceptance, unless Crow Group indicates otherwise.

3. Conclusion of agreement

1. The Agreement is concluded upon acceptance by the Other Party of Crow Group's offer.
2. Quotations can only be accepted in writing (including electronically). Crow Group is nevertheless entitled to accept oral acceptance as if it had been made in writing.
3. The moment Crow Group receives an order confirmation from the Other Party, an Agreement is concluded between the parties, or the moment Crow Group actually starts the execution.
4. The Agreement supersedes and replaces all previous proposals, correspondence, agreements or other communications, whether written or oral.

4. Execution of the agreement

1. The Agreement will be performed by Crow Group to the best of its knowledge and ability, in accordance with the requirements of good workmanship. The application of articles 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code is expressly excluded.
2. Crow Group determines the manner in which and by which person(s) the Assignment is performed. Crow Group is entitled to have certain activities performed by third parties.

3. Crow Group is entitled to execute the Agreement in phases. If the Agreement is executed in phases, Crow Group has the right to invoice each executed part separately. If and as long as this invoice is not paid by the Other Party, Crow Group is not obliged to perform the next phase and has the right to suspend the Agreement.

5. Changes and additional work

1. If during the execution of the Agreement it appears that it is necessary for proper execution to change or supplement the Agreement, Crow Group will inform the Other Party of this as soon as possible. The parties will then proceed to amend the Agreement in good time and in mutual consultation.
2. If the parties agree that the Agreement will be amended/supplemented, the time of completion of the execution may be affected as a result. Crow Group will inform the Other Party of this as soon as possible.
3. If the amendment or addition to the Agreement will have financial, quantitative and/or qualitative consequences, Crow Group will inform the Other Party in advance.
4. If a fixed rate or fixed price has been agreed, Crow Group will indicate to what extent the amendment/addition of the Agreement affects the rate/price. Crow Group will try – as far as possible – to provide a quotation in advance.
5. Crow Group will not be able to charge additional costs if the change/addition is the result of circumstances that can be attributed to Crow Group.
6. Changes to the originally concluded Agreement between the parties are only valid from the moment that these changes have been accepted by both parties by means of an additional or amended Agreement.

6. Obligations of the Other Party

1. The Other Party will ensure that all data, instructions, materials and/or equipment that Crow Group indicates are necessary or which the Other Party should reasonably understand to be necessary for the performance of the Agreement are available in a timely manner. The Other Party must also grant Crow Group access and all powers and authorizations that are necessary to properly execute the Assignment.
2. The Other Party is responsible for (the use of) the equipment and software in its organization, as well as for the control and security procedures and adequate system management.
3. If it has been agreed that the Other Party will make available software, materials or data on information carriers, these will meet the specifications necessary for the performance of the work.
4. Crow Group is not liable for damage, of whatever nature, because Crow Group has based on incorrect and/or incomplete information provided by the Other Party, unless Crow Group should have been aware of this inaccuracy or incompleteness.
5. If the materials provided by the Other Party are protected by intellectual property, the Other Party guarantees that it has the required licenses.
6. The Other Party must refrain from conduct that makes it impossible for Crow Group to properly execute the Assignment.
7. If Crow Group or third parties engaged by Crow Group carry out work in the context of the Assignment at the location of the Other Party or a location designated by the Other Party, the Other Party will provide the reasonably desired facilities free of charge.

8. If the Other Party has not fulfilled its obligations, as included in this article, Crow Group has the right to suspend the execution of the Agreement and/or to pay the additional costs resulting from the delay to the Other Party in accordance with the usual price or rates. to take into account.

7. Equipment Installation

1. If agreed, Crow Group will install or have installed the equipment.
2. In all cases, the Other Party will provide a suitable installation site with all necessary facilities, such as cabling and telecommunication facilities, before delivery of the equipment. Crow Group will, if desired, submit an offer to the Other Party regarding the construction of these facilities.
3. The Other Party will grant Crow Group access to the installation site for the performance of the necessary work.

8. Testing and Control

1. Testing and checking the Product is the joint responsibility of Crow Group and the Other Party. The Product is delivered after testing, checking and approval by the Other Party.
2. The Other Party must check the Product at the time of delivery and provide feedback. The number of rounds of feedback included in the price or rate is two rounds. No additional costs will be charged for this.
3. If the Other Party provides feedback after this, this will be regarded as additional work.

9. Hosting provider

1. Crow Group does not have its own hosting available. Crow Group engages a third party for the hosting. Crow Group acts as a reseller here.
2. Hosting warranty is provided by the hosting provider. Crow Group provides no warranty with regard to the hosting.
3. Crow Group is in no way liable and responsible for damage caused by shortcomings of third parties engaged by Crow Group.

10. Data traffic

If the Other Party exceeds the data traffic limit, Crow Group has the right to charge an amount for this.

11. Content

1. Crow Group is not responsible for the content and information of the website, application or other material and/or accounts of the Other Party.
2. Crow Group has the right to suspend and/or remove the website, application or other material and/or accounts if the content:
3. has a violent character or refers to a location with violent content;

4. discriminates;
5. encourages, carries out, promotes or promotes illegal activities;
6. violates any law;
7. has been or is being hacked.
8. Crow Group is never liable for damage because the website, application or other material and/or accounts of the Other Party contained illegal content, unless Crow Group was aware of this content.

12. Malware and/or Viruses

1. The Other Party does not place malware and/or viruses on its website, application or other material and/or accounts that could cause damage.
2. If the Other Party has placed malware and/or viruses on its website, application or other material and/or accounts, the malware and/or virus will be removed immediately.
3. If it repeatedly occurs that the Other Party intentionally places malware and/or viruses on his or her website, application or other material and/or accounts, Crow Group has the right to terminate the Agreement and make that with the malware and/or virus inoperative. to set.

13. Risk transition

1. The Products that are the subject of the Agreement are at the expense and risk of Crow Group until the Products are made available to the Other Party as a Company.
2. The risk of loss, damage or depreciation of Products that are the subject of the Agreement transfers to the Other Party as a Company at the time when Products are available to the Other Party or a third party to be designated by the Other Party.

14. Prices

1. Unless expressly agreed otherwise in writing, the prices and rates indicated by Crow Group are always exclusive of VAT.
2. The prices and rates are exclusive of shipping, travel, accommodation and other expenses, unless otherwise agreed.
3. If a rate has not been expressly agreed, the rate will be determined on the basis of the hours actually spent and Crow Group's usual rates.
4. Crow Group will provide the Other Party with a statement of all additional costs in good time before concluding the Agreement or provide information on the basis of which these costs can be passed on to the Other Party.
5. If Crow Group agrees on a fixed price or rate at the conclusion of the Agreement, Crow Group is entitled to increase this, even if the price or rate was not originally given with reservations.
6. In the event that Crow Group intends to change the price or rate, it will inform the Other Party as soon as possible.
7. If the price or rate increase takes place within three months after the conclusion of the Agreement, the Other Party may dissolve the Agreement by means of a written statement, unless:
8. the increase results from a power or an obligation resting on Crow Group under the law;

9. the increase is caused by an increase in the price of raw materials, taxes, production costs, currency exchange rates, wages, etc. or on other grounds that were not reasonably foreseeable when the Agreement was entered into;
10. Crow Group is still willing to perform the Agreement on the basis of what was originally agreed; or
11. it is stipulated that the execution will be carried out longer than three months after the conclusion of the Agreement.

15. Payment

1. Payment is made by transfer to a bank account designated by Crow Group, unless otherwise agreed.
2. Crow Group will send an invoice for the amounts owed by the Other Party. The payment term of each invoice is 31 days from the date of the relevant invoice, unless otherwise indicated on the invoice or otherwise agreed.
3. Invoicing takes place monthly, unless otherwise agreed.
4. Hosting must be prepaid at all times for a period of one year.
5. Crow Group and the Other Party can agree that payment in installments will be made in proportion to the progress of the work. If payment in installments has been agreed, the Other Party must pay in accordance with the installments and percentages as laid down in the Agreement.
6. Objections to the amount of the invoice do not suspend the payment obligation of the Other Party.
7. The Other Party is not authorized to deduct any amount due from a counterclaim made by it.
8. In the event of non-payment or late payment, the Other Party is legally in default without notice of default. The Other Party will then owe statutory commercial interest from the date on which the payment became due until the day of full payment, whereby interest on part of the month is calculated over a whole month.
9. A payment made by the Other Party will in the first place be deducted from all interest and costs owed and finally from due and payable invoices that have been outstanding the longest, even if the Other Party states that the payment relates to later invoices.
10. If the Other Party is in default or in default in the (timely) fulfillment of its obligations, all reasonable costs incurred in obtaining payment out of court will be borne by the Other Party.
11. With regard to the extrajudicial (collection) costs, Crow Group is entitled to a compensation of 15% of the total outstanding principal sum with a minimum of € 1000, - for every invoice that has not been paid in whole or in part.
12. In the event of bankruptcy, suspension of payments, liquidation, total seizure of assets, death or receivership, Crow Group's claims and the Other Party's obligations towards Crow Group are immediately due and payable.
13. Any reasonable judicial costs and execution costs incurred will also be borne by the Other Party.
14. Any reasonable legal costs and enforcement costs incurred shall also be borne by the Counterparty.
    If the Counterparty fails to pay an invoice within the agreed payment term, Crow Group shall be entitled, after notifying the Counterparty thereof, to suspend, in whole or in part, access to and/or use of software, applications, platforms, portals, licences, hosting services and other digital services supplied or made available by Crow Group. In such case, Crow Group shall, among other

things, be entitled to temporarily deactivate accounts, licences, access to online environments and other technical facilities or, insofar as technically possible, to make the relevant software or application inaccessible. Such suspension shall not affect the Counterparty's payment obligations and shall remain in effect until all amounts due and payable, including any applicable interest and costs, have been paid in full. Crow Group shall be entitled to charge reasonable administration and reactivation fees for reactivating any software, application, licence, account or other digital service following suspension due to overdue payment. Reactivation shall only take place after all outstanding amounts, including any applicable administration and reactivation fees, have been paid in full. Crow Group shall not be liable for any damage or loss arising from a suspension pursuant to this article.

16. Retention of Title

1. Ownership of the Products delivered by Crow Group to the Other Party will only pass to the Other Party if it has properly complied with everything and has paid what it owes under the Agreement.
2. The amount owed also includes the reimbursement of all costs and interest (including for earlier and later deliveries), as well as claims for damages due to failure to perform.
3. As long as the ownership of the delivered goods has not passed to the Other Party, the latter may not resell, pledge or in any other way encumber that which falls under the retention of title, except within the normal course of his/her business.

17. Commercials

1. The Other Party must examine the delivered Product at the time of delivery, but in any case within 7 days after delivery, whether the delivered Product complies with the Agreement, or at least meets the requirements that apply in normal trade.
2. The Other Party must examine the Service at the time of execution, but in any case within 7 days after execution, to see whether the Service provided complies with the Agreement.
3. Visible defects and shortcomings must be reported to Crow Group in writing within 7 days of delivery of the Product. The defective Product must be returned together with the proof of purchase, unless this is impossible or unreasonably onerous.
4. Complaints must be reported to Crow Group in writing within 7 days of performance of the Service.
5. Non-visible defects and deficiencies in a Product must be reported to Crow Group within 7 days of their discovery. The defective Product must be returned together with the proof of purchase, unless this is impossible or unreasonably onerous.
6. The right to a (partial) refund of the price, repair or replacement or compensation lapses if defects are not reported within the specified period, unless a longer period arises from the nature of the Product and/or Service or from circumstances of the case. .

18. Warranties

1. Crow Group guarantees that the delivered Products comply with the Agreement. Crow Group also guarantees that the Products supplied meet the usual requirements and standards that can reasonably be set and that the Products have those properties that, taking all circumstances into account, are necessary for normal use.

2. Crow Group guarantees that the Services provided comply with the Agreement and are performed with good workmanship and using sound materials.
3. The warranty stated in these General Terms and Conditions applies for use within and outside the Netherlands.
4. Crow Group warrants that the software will function in accordance with the agreement at the time of delivery and acceptance by the Client. No warranty is provided for the continued operation of the software after delivery, unless expressly agreed otherwise in a separate maintenance or support agreement.
5. If the Product delivered and/or the Service provided does not comply with the warranty, Crow Group will, after the Other Party has notified this, proceed with replacement or repair free of charge within a reasonable period of time.
6. If the warranty period has expired, all costs for repair or replacement (including administration, shipping and call-out costs) are for the account of the Other Party.
7. Any form of guarantee will lapse if a defect has arisen as a result of incompetent use or lack of care, or if it is the result of changes that the Other Party or third parties have made to the delivered goods. Nor does Crow Group guarantee any damage that may arise as a result of these defects.
8. The warranty also lapses if the defect is caused by or is the result of circumstances beyond Crow Group's control. These circumstances include weather conditions.

19. Delivery time

1. If a term has been agreed or specified for the delivery, this term is only indicative and can never be regarded as a strict deadline, unless expressly agreed in writing.
2. Crow Group is not liable in the event of harmful consequences for the Other Party due to exceeding delivery times, unless there is intent or gross negligence on the part of Crow Group.
3. If Crow Group needs information, materials or instructions from the Other Party that are necessary for the delivery, the delivery time will commence after the Other Party has provided them to Crow Group.
4. Crow Group shall not be in default by operation of law after the agreed delivery terms have expired. A further written notice of default is always required for this, whereby Crow Group will be granted a period of at least 14 days to fulfill its obligations.
5. A notice of default is not required if delivery has become permanently impossible or if it otherwise appears that Crow Group will not fulfill its obligations under the Agreement. If Crow Group still does not deliver within this period, the Other Party has the right to dissolve the Agreement in accordance with Article 265 Book 6 of the Dutch Civil Code.

20. Maintenance

1. After delivery and acceptance by the Other Party, the Other Party can conclude a maintenance and/or hosting agreement. Crow Group will use separate prices and/or rates for this.

2. Maintenance, updates, management, and support shall only be provided under the scope of a separate maintenance or support agreement. If no such agreement exists, Crow Group shall have no obligation to provide support or remediation after delivery. Any interventions outside such an agreement will be performed at the then applicable rate of €100 per hour (excluding VAT).
3. Both the Other Party and Crow Group have the right to cancel the maintenance and/or hosting agreement. The maintenance and/or hosting agreement can be terminated annually with due observance of a notice period of 2 months and must be made in writing.
4. The costs associated with such an agreement must always be paid in advance for one year.

21. Force majeure and unforeseen circumstances

1. A shortcoming cannot be attributed to Crow Group or the Other Party, as the shortcoming is not due to its fault, nor is it for its account by law, legal act or generally accepted views. In this case, the parties are also not obliged to fulfill the obligations arising from the Agreement.
2. In the General Terms and Conditions, force majeure is understood to mean, in addition to what is understood in the law and jurisprudence in that area, all external causes, foreseen or unforeseen, over which Crow Group has no influence and as a result of which Crow Group is unable to fulfill its obligations. to fulfill.
3. Force majeure on the part of Crow Group in any case includes:
4. strikes;
5. traffic disruptions;
6. government measures that prevent Crow Group from fulfilling its obligations in a timely or proper manner;
7. riots, riots, war;
8. traffic obstructions;
9. lack of labor;
10. extreme weather conditions;
11. fire;
12. import, export and/or transit bans; and/or
13. any circumstance that impedes the normal course of business as a result of which the fulfillment of the Agreement by Crow Group may not reasonably be required by the Other Party.

22. Termination Agreement

1. Parties may terminate the Agreement at any time by mutual consent.
2. Parties can terminate the Agreement in writing prematurely with a notice period of 2 months.
3. Parties may terminate the Agreement in writing with immediate effect, in the event of:
4. application by or granting of suspension of payments to the other party;
5. application for bankruptcy by or declaration of bankruptcy by the other party; or
6. liquidation of the other party or non-temporary cessation of the business of the other party.

7. If the Agreement is dissolved, Crow Group's claims against the Other Party are immediately due and payable. If Crow Group suspends the fulfillment of the obligations, it will retain its rights under the law and the Agreement. Crow Group always reserves the right to claim compensation.

23. Return of items made available

1. If Crow Group has made items available to the Other Party during the execution of the Agreement, the Other Party is obliged to return these items in their original condition, free of defects and in full within 14 days. If the Other Party does not comply with this obligation, all costs arising from this will be for its account.
2. If the Other Party, for whatever reason, after a reminder to that effect, still fails to comply with the obligation referred to in paragraph 1 of this article, Crow Group has the right to pay the resulting damage and costs, including the costs of replacement, to the Other Party. to tell.

24. Liability

1. Crow Group is only liable for direct damage caused by gross negligence or intent on the part of Crow Group, and not for more than the amount that the insurer pays to Crow Group or up to a maximum of the invoice amount or an amount of €000. , if the invoice amount is higher than € 20,000.
2. Direct damage is exclusively understood to mean:
3. reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of the General Terms and Conditions;
4. reasonable costs incurred to have the defective performance of Crow Group comply with the Agreement, insofar as these can be attributed to Crow Group; or
5. reasonable costs incurred to prevent or limit damage, insofar as the Other Party demonstrates that these costs have led to limitation of direct damage as referred to in the General Terms and Conditions.
6. Crow Group is never liable for indirect damage, including consequential damage, lost profit, lost savings, damage due to business interruption, damage as a result of the provision of inadequate cooperation and/or information from the Other Party, damage due to non-binding information or advice provided by Crow Group. the content of which does not expressly form part of the Agreement and all damage that does not fall under direct damage within the meaning of these general terms and conditions.
7. Crow Group is never liable for errors in the material provided by the Other Party or for misunderstandings or errors with regard to the execution of the Agreement if these are caused or caused by acts of the Other Party, such as late or late supply of complete, sound and clear data/materials.
8. Crow Group is never liable for errors, if the Other Party has given approval at an earlier time, or has been given the opportunity to carry out an inspection and has indicated that it has no need for such an inspection.
9. The liability limitations laid down in this article are also stipulated for the benefit of third parties engaged by Crow Group for the execution of the Agreement.
10. Crow Group is not liable for damage or destruction of documents during transport or during dispatch by post, regardless of whether the transport or dispatch is carried out by or on behalf of Crow Group, the Other Party or third parties.

25. Disclaimer

1. The Other Party indemnifies Crow Group to the extent permitted by law, with regard to liability towards one or more third parties arising from and/or related to the execution of the Agreement, regardless of whether the damage is caused by Crow Group or its auxiliary persons.)n(s), auxiliary items or (delivered) Products or Services is caused or inflicted.
2. In addition, the Other Party indemnifies Crow Group, to the extent permitted by law, against all claims from third parties in connection with any infringement of intellectual property rights of these third parties.
3. The Other Party is always obliged to make every effort to limit the damage.

26. Intellectual Property

1. All intellectual property rights to all products, materials, analyses, designs, sketches, software, equipment, documentation, advice, reports, (electronic) information, as well as preparatory material thereof, developed or made available in the context of the performance of the Agreement (collectively, the " IP Material "), are owned solely by Crow Group or its licensors.
2. The Other Party is granted only a non-exclusive, non-transferable right to use the Intellectual Property delivered by Crow Group, solely for the Client's internal business purposes. The Client is not permitted to reproduce, disclose, make available to third parties, or commercially exploit the Intellectual Property, unless Crow Group has provided its prior written consent.
3. The Other Party has a duty of confidentiality, and is obliged to treat it confidentially, with regard to IP Material made available, as it contains confidential information and trade secrets of Crow Group or its licensors.
4. The Other Party is not permitted to transfer any acquired right or authority with regard to the IP Material to third parties without the prior written consent of Crow Group.
5. The Other Party is not permitted to remove or change any designation regarding intellectual property rights such as copyrights, trademarks or trade names from the IP Material, unless otherwise agreed.
6. With due observance of the General Terms and Conditions, the Other Party is entitled to correct errors in the delivered IP material, if this is necessary for the intended use thereof resulting from the nature of the IP material. Errors are understood to mean failure to comply with the functional specifications made known in writing by Crow Group and, in the case of custom software, with the expressly agreed functional specifications. An error only exists if it can be proven and reproduced. The Other Party is obliged to immediately notify Crow Group of errors.
7. Crow Group is allowed to take technical measures to protect the IP Material. If Crow Group has secured the IP Material by means of technical protection, the Other Party is not permitted to remove or evade this protection.
8. Any exploitation, duplication, use or disclosure by the Other Party of the IP Material that falls outside the scope of the Agreement or the rights and powers granted, is considered a violation of the intellectual property rights of Crow Group.
9. There will be no violation of intellectual property rights if the Other Party has received express written permission from Crow Group for exploitation, duplication, use or disclosure of the IP Material that falls outside the scope of the Agreement or the rights and powers granted.

10. Crow Group provides backup copies of e-mails, websites and databases unless expressly stated otherwise on the websites of Crow Group and/or otherwise agreed. However, Crow Group does not bear any responsibility for any loss of data and the resulting damage. However, the backup copies are for your own use. The Other Party must also guarantee important information itself.
11. All IP Material developed by Crow Group for the execution of the Agreement can be used by Crow Group for its own promotional purposes, unless otherwise agreed with the Other Party.

27. Privacy

1. Crow Group respects the privacy of the Other Party. Crow Group handles and processes all personal data provided to it in accordance with applicable legislation, in particular the General Data Protection Regulation. The Other Party agrees to this processing. Crow Group uses appropriate security measures to protect the personal data of the Other Party.
2. Crow Group only uses the personal data of the Other Party in the context of the execution of the Agreement or the handling of a complaint.
3. For more information about privacy, please refer to the Crow Group website.

28. Expiration Period

Contrary to the statutory limitation periods, a limitation period of one year applies to all claims and/or powers that the Other Party has against Crow Group and/or against any third parties engaged by Crow Group, from the moment a fact occurs that the Other Party has can use rights and/or powers vis-à-vis Crow Group and/or any third parties engaged by Crow Group.

29. Transfer

1. The Other Party is not permitted to transfer rights and obligations arising from the Agreement to third parties without the prior written consent of Crow Group.
2. Crow Group is entitled to attach conditions to this permission.

30. After Effects

The provisions of the General Terms and Conditions and the Agreement, which are expressly or by their nature intended to remain in force after termination of this Agreement, will remain in force thereafter and continue to bind both parties.

31. Other

1. Any deviations from these General Terms and Conditions can only be agreed in writing. No rights can be derived from such deviations with regard to legal relationships entered into at a later date.
2. The administration of Crow Group will serve as proof of the requests made by the Other Party, subject to proof to the contrary. The Other Party acknowledges that electronic communication can serve as proof.

3. If and insofar as any provision of the General Terms and Conditions and the Agreement is declared null and void or annulled, the other provisions of these General Terms and Conditions and the Agreement will remain in full force and effect. Crow Group will then determine a new provision to replace the void/nullified provision, whereby the intent of the void/nullified provision will be taken into account as much as possible.
4. The place of performance of the Agreement is deemed to be the place where Crow Group is located.

32. Applicable law and choice of forum

1. All Agreements, the General Terms and Conditions, and all non-contractual rights and obligations arising therefrom are governed in all respects by Dutch law.
2. All disputes between Crow Group and the Other Party, which may arise as a result of an Agreement and/or the General Terms and Conditions, or of agreements resulting therefrom, will in the first instance be settled by the competent court of the District Court of Overijssel.

Crow Group BV

**This is a translation of the Dutch Terms and Conditions, keep in mind that the Dutch agreement is the leading contract.*