# GENERAL TERMS AND CONDITIONS
# ALONA MARKETING NETHERLANDS B.V.

Having its registered office at the Kastanjelaan 400, 5616 LZ Eindhoven, Netherlands
Registered with the Chamber of Commerce under number 91069548



## Article 1. Definitions

1. In the present General Terms and Conditions, the following terms are capitalised and have the following meanings, unless a different meaning unmistakably follows from the context:

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| **Terms and Conditions:** | the provisions of this document. |
| **Alona:** | Alona Marketing Netherlands BV, also trading as "Alona" or "Alona Marketing", the contractual other Party to the Agreement with Client and user of these Terms and Conditions within the meaning of section 6:231 sub b of the Dutch Civil Code. |
| **Data:** | the information and (personal) data relating to the Client, its company, its employees, customers and/or visitors to the Client's website that are stored and accessible through the Service. |
| **Service(s):** | the service(s) performed by Alona on behalf of the Client, including but not limited to Web Development, Web Design, Graphic Design, Search Engine Optimisation (SEO), |

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| | Search Engine Advertising (SEA) and Social Media Advertising Campaigns (SMA) and other work as described in Alona's offer or quotation. |
| **Effective Date:** | the date on which the Agreement takes effect and on which the provision of the Services commences. |
| **Material(s):** | digital information and data, including but not limited to texts, documents, (source) files, scripts and other software. |
| **Client:** | The natural or legal person with whom Alona has concluded an Agreement and the other Party to the Agreement with Alona within the meaning of article 6:231 sub c BV. Also meant is the person who is or is negotiating the Agreement, as well as service representative(s), authorised representative(s), assignee(s) or heirs. |
| **Agreement:** | any agreement between Alona and Client arising from an offer or quotation made by Alona and its valid acceptance by Client. |
| **Parties:** | Alona and the Client jointly and each individually "Party". |
| **Price List:** | the separately available list of prices for work performed by Alona and Services to be provided by Alona as stated on its website, in the quotation or any other offer. |
| **Webdesign:** | Service consisting of designing and/or adapting the visual representation of Works such as websites, applications, layout, data files, software, documentation, advice, reports, analyses, drafts. |
| **Webdevelopment:** | Service consisting of developing, configuring and/or adapting Works such as websites, applications, layouts, data files, software, documentation, advice, reports, analyses, designs. |
| **Working Days:** | Monday to Friday, excluding Dutch national holidays, with 5 May being a bank holiday once every 5 years. |
| **Work(s):** | the websites, applications, lay-out, data files, software, documentation, advice, reports, analyses, designs or other kinds of products developed or designed by Alona for and on behalf of the Client. |
| **Working Hours:** | hours on Working Days between 09:00 and 17:00. |

2. In these General Terms and Conditions, "in writing" includes communication by e-mail and digitally (e.g. via an online interface) provided that the identity of the sender and integrity of the content are sufficiently established.

Article 2. Applicability and ranking

1. These Terms and Conditions are applicable to all offers, quotations, Agreements, work, Services and deliveries of Alona, of any nature whatsoever, as well as to the realisation thereof, unless their applicability is expressly excluded in full or in part in writing or explicitly agreed otherwise.
2. Any general terms and conditions of the Client, however named, are expressly rejected. Deviations from and additions to these Terms and Conditions are only applicable if and insofar as they have been expressly accepted by Alona in writing.
3. If deviations from these Terms and Conditions are permitted by Alona, whether tacitly or not, for a short or longer period of time, this does not affect its right to still demand direct and strict compliance with these Terms and Conditions. The Client cannot derive any rights from the manner in which Alona applies these Terms and Conditions.
4. These Terms and Conditions shall also apply to all Agreements with Alona, the execution of which requires the involvement of third parties. Such third parties may rely directly on these Terms and Conditions, including any limitations of liability.
5. If one or more of the provisions of these Terms and Conditions or any other Agreement with Alona should be in conflict with a mandatory statutory provision or any applicable legal regulation, the provision in question will lapse and a new, legally permissible and comparable provision to be determined by Alona will take its place.
6. A Client with whom a contract has once been concluded on the basis of Terms and Conditions is deemed to tacitly agree to the applicability of these Terms and Conditions to a subsequent contract concluded with Alona.
7. In case of conflict between the contents of an Agreement concluded between the Client and Alona and the Terms and Conditions, the contents of the Agreement shall prevail.

Article 3. Offers and formation of Agreement

1. The Agreement is established by acceptance of the quotation or offer by the Client. The Client is not permitted to disclose or in any other way share Alona's quotation with third parties, except with the written consent of Alona.
2. If the Client verbally agrees to the quotation and agrees, or gives that impression, that Alona performs work that falls within the description of the Services, then the quotation is considered accepted. This also applies if the Client requests Alona to perform certain work without waiting for a formal quotation.
3. Offers by Alona are made without obligation and may be revoked by Alona immediately after acceptance thereof by the Client, unless the offer contains a deadline for acceptance.
4. Obvious errors or slips in Alona's offers, shall not bind Alona.
5. If it appears that the data provided by the Client with the application or Agreement were incorrect, Alona has the right to adjust its prices accordingly.
6. The Agreement runs from the moment notification of acceptance by the Client is received by Alona ("the Effective Date") or from the moment the Client gives the impression of agreeing to the quotation, unless another Effective Date has been jointly agreed in the Agreement.
7. The content of the Agreement is solely determined by the description of the assignment given in the quotation.
8. Any subsequent supplementary agreements or amendments made will only bind Alona if confirmed by Alona in writing.

Article 4. Execution of the Agreement

1. After the formation of the Agreement, Alona will perform the Services in accordance with the offer as soon as possible.
2. Unless otherwise agreed in writing, Alona guarantees that the Services will be performed to the best of its ability with the application of sufficient care and skill.
3. Mentioned terms of execution and delivery are only indicative and in no case have a fatal character, unless agreed otherwise in writing.
4. Alona has the right to have certain work performed by third parties without notifying the Client. The applicability of articles 7:404 and 7:407 subsection 2 of the Dutch Civil Code is excluded.
5. The Client is obliged to do and refrain from doing everything that is reasonably necessary and desirable to enable the timely and correct performance of the Service. In particular, the Client shall ensure that all information, data and Materials, including any login details and access to (online) accounts, which Alona indicates are necessary or which the Client should reasonably understand are necessary for the performance of the Service, are provided to Alona in good time.
6. In addition to the data referred to in paragraph 5 of this article, the Client is obliged to provide Alona with up-to-date contact data for communication between Alona and the Client. The Client shall notify Alona immediately in the event of any change in these contact details.
7. If the information and data referred to in paragraph 6 are not provided to Alona in time, or if the Client fails to fulfil its obligations in any other way, Alona will be entitled to suspend fulfilment of its obligations without being liable to pay any compensation itself.
8. Client cannot enforce exclusivity on Services provided by Alona. Alona is permitted to also serve direct competitors of Client, unless otherwise agreed in writing.
9. The obligations arising for Alona from the Agreement with the Client are in the nature of obligations of effort and are therefore not obligations of result, unless expressly agreed otherwise in writing.

Article 5. Search Engine Optimisation (SEO), Search Engine Advertising (SEA) & Social Media Advertising Campaigns (SMA)

1. Search engines use highly complex algorithms for their interpretation of the suitability of web pages, when a search query is requested. Although the SEO and SEA Services increase the chances of better ranking for specific searches, Alona does not guarantee that its efforts will achieve the result intended by the Client.
2. Unless otherwise agreed, SEO will focus on improving organic rankings in respect of specific keywords on the results pages of the major search engines (SERP) and only for those web pages for the benefit of which the Service was purchased. SEA, on the other hand, will specifically target search results and advertisements to be displayed by Google or Microsoft Bing in return for payment.
3. SMA will target advertising campaigns within the agreed Social Media platform. Although this Service increases the chance of better visibility on Social Media, Alona does not guarantee that its efforts will achieve the result intended by the Client.
4. Payment for all online ads and ad campaigns is made by linking payment details to the Client's relevant ad account. The Client shall ensure sufficient advertising credit, or the Client shall ensure that he timely links his payment details to the online advertising service to which Alona's work is directed. Client remains liable for the agreed periodic fee for Alona's Services, regardless of whether Client links his payment details to his online advertising account (in a timely manner) and

regardless of whether there is sufficient advertising credit in the online advertising account or if Client otherwise obstructs or tries to obstruct Alona's performance of the Services.

5. The Client is not permitted to terminate the Agreement with Alona or to suspend or refuse payment of invoices, if the results obtained from the Services SEO, SEA or SMA are not to the Client's satisfaction or if the ranking of certain web page(s) and/or keyword(s) in the results pages of one or more search engines have not improved, or if, in the opinion of the Client, Alona's Services do not yield sufficient returns. The parties will consult with each other regularly regarding the progress and results of Alona's work. Alona will carry out the work independently. The Client may give instructions and guidelines of a general nature, but Alona is not obliged to follow these instructions.
6. If (visual) advertisements or texts are produced or prepared by Alona, the Client is entitled to one round of revision to evaluate and approve or reject the completed Work.
7. The Client shall refrain from all acts that may have a detrimental effect on Alona's performance of the agreed Services, as well as refrain from all acts that make it impossible for Alona to perform the agreed Services, including changing account details such as login names, e-mail addresses and passwords, without notifying Alona immediately and providing the new account details to Alona. The Client shall continue to owe Alona the monthly agreed fees if, due to the actions of the Client, Alona does not (or no longer) have access to the online (advertising) accounts of the Client on which Alona's work is focused and as a result of which Alona cannot (longer) perform its work.

Article 6. Web development and design

1. Alona does not give any guarantees regarding the functioning of the Works when using non-current or outdated operating systems, browsers, plug-ins, scripts, other software, and hardware unless and to the extent stated otherwise in the quotation.
2. Alona is in no case obliged to deliver, migrate, input and/or correct information and data. Client is responsible for the delivery of this information and data.
3. If the development requires the Client to provide Materials to Alona, the Client warrants at all times that it holds all licences necessary for the provision to and intended use by Alona. Client shall indemnify Alona against claims by third parties regarding infringement of intellectual property rights of third parties in this respect.
4. Alona is entitled, but never obliged, to examine the correctness, completeness or consistency of the Materials, requirements or specifications made available to it and, if any imperfections are found, to suspend the agreed work until the Client has removed the imperfections in question.
5. Unless expressly agreed otherwise in writing, Alona has the right to use images, software and components of third parties, including stock photos and open source software, in the development, configuration or adaptation of Works.
6. After delivery, the responsibility for correct compliance with the relevant third-party licences when using the developed Works lies with Client. Alona will adequately inform Client of the applicable licensing conditions.
7. Client indemnifies Alona against claims of third parties concerning installation and licences of the software, except insofar as the claims are the result of information or licences supplied by Alona.
8. In the event that translated content of the Works is desired, the Client must provide the relevant translations itself. Alona will deliver all Works in Dutch as standard. The translations must be supplied by the Client in a format indicated by Alona.
9. Alona will not make the source files (such as, but not limited to, PSD, HTML, CSS, PHP or other text files) of delivered Works available to Client or third parties, unless agreed otherwise in writing.
10. Alona shall retain source files of the Works for as long as Alona performs Services for Client, or it is likely that Alona will perform Services for Client. Alona is entitled to delete the source files after this period. If Client does not issue follow-up orders in respect of these Works until after this period, Alona will be entitled to charge a fee for the redevelopment, restoration or retrieval of these source files.
11. Alona is permitted to include a name statement in the Work. If the Client wishes Alona to remove or omit this name mention, this can be done on payment of a one-off fee of € 500.

Article 7. Testing and test environment

1. Client will be enabled to test the Works in a test environment prior to delivery. Alona will provide Client with access to this test environment by sending a location (URL) and login details.
2. Access to this test environment is strictly bound to Client. Client is not permitted to provide third parties with access to this test environment by forwarding the location (URL) and/or login details to the third party.
3. Client is aware that the test version is not suitable for production purposes in any form. It is therefore not permitted to use this test environment for these purposes.
4. Alona is not obliged to move Data provided by the Client to a production environment, unless agreed otherwise in writing.

5. Alona is in no case liable for loss and/or disclosure of Data stored in the test environment.
6. Client is aware that the Work may send communications (e.g. email) to specified addresses. Alona shall not be liable for the content of or damage caused by such communications sent.
7. Alona gives no guarantees regarding the availability, completeness and correct operation of the test environment.

Article 8. Completion and acceptance

1. Alona shall deliver the Works or parts thereof to be developed or adapted when, in its professional opinion, they meet the specifications or are suitable for use.
2. Delivery shall be made by making it available in a test environment as referred to in Article 6. When agreed in writing, the Client shall move the data of the approved and completed Work to a production environment.
3. Unless expressly agreed otherwise in writing, the Client shall have one revision round to evaluate and approve or reject the delivered Work.
4. Client must evaluate and approve or reject the delivered Work within 5 days of delivery. Acceptance of the work delivered shall be deemed to have taken place if:
    a. Client has accepted the delivery in writing or verbally;
    b. Client uses the delivered Work for production purposes, including but not limited to transferring the Works to a production environment;
    c. Customer does not reject the delivered Work within 5 days, has not requested a revision round or has not objected to delivery.
5. If the Customer does not respond to a final round of revision within 5 number of days, the Work shall be deemed to have been delivered to the satisfaction of the Customer and in accordance with the agreed specifications.
6. If a Work is delivered in phases, the Client must give approval or disapproval of the part of the Work of that phase after delivery of each phase in the manner stipulated in the previous paragraph. The Client may not base an approval or disapproval in a later phase on aspects approved in an earlier phase.
7. If the Client rejects all or part of the deliverable, Alona will endeavour to remove the reason for rejection as soon as possible. Alona can do this by revising the result or by rejecting the reason with motivation. Client then has a period of 5 Working Days to approve or reject the revision or motivation.
8. If, after the first revision or motivation, Client has rejected the delivered result in whole or in part, the other revision rounds agreed in the quotation or Agreement will follow.
9. If a Party indicates that it does not or no longer considers further revisions useful, both Parties shall be entitled to terminate the Agreement with regard to the rejected work. In that case, the Client will reimburse the hours actually spent by Alona, up to a maximum of the amount quoted for the rejected work. However, the Client will not thereby become entitled to use the rejected goods in any way whatsoever. Alona can only terminate after having indicated in the case of a revision or motivation that it is the last one and the Client also rejects it in full or in part.
10. After acceptance of the work delivered, any liability for defects in the work delivered lapses unless Alona knew or should have known of the defect at the time of acceptance. In the event that Alona knew or should have known of the defect at the time of acceptance, all liability lapses after a period of 1 month after acceptance of the completed Works.
11. At the time the Work has been delivered, Alona only gives guarantees with respect to functioning of the Work with the configuration as delivered (see article 6.1), unless a maintenance contract has been concluded to keep the Work updated and up to date. By configuration we mean server configuration, PHP version used, PHP settings used, CMS and plug-in versions used at the time of delivery.
12. Desired changes to Works must be delivered by the Client point by point, in writing. Alona will then assess whether this work falls within the Agreement, or will be quoted separately as being additional work.

Article 9. Additional work

1. Changes to the Works that need to be made as a result of (changes in the) applicable laws and regulations will count as additional work, unless the technical consequences have been made known to Alona by the Client prior to the conclusion of the Agreement and have been included in the technical design of the Work.
2. Alona is not obliged to test the functionalities of the Work against applicable laws and regulations, including but not limited to the General Data Protection Regulation (AVG). Testing against applicable laws and regulations is at all times the responsibility of the Client.
3. Changes as a result of new or changed insights that have arisen during the development process will count as additional work. This is entirely at the discretion of Alona.

4. Alona will indicate clearly and in advance which work is to be regarded as additional work. In addition, Alona will indicate the costs involved in the additional work.
5. If, during the execution of the order, it appears that for the proper execution of the Agreement, it is necessary to extend the Agreement, Alona will inform the Client of this in writing within a reasonable period. The parties will mutually agree on the extent to which the work will be extended.

Article 10. Support and warranty

1. Alona shall only provide support and maintenance in relation to the Works it has delivered to the extent agreed in writing, for example in a maintenance contract or SLA. Such support and maintenance shall be subject to the other provisions of this article, unless expressly agreed otherwise.
2. Alona shall keep itself available for a reasonable level of remote customer support by telephone and e-mail, during regular Working Hours.
3. Client shall notify Alona immediately after the occurrence of a failure.
4. The Client shall be obliged to provide Alona's staff or third parties designated by Alona with access to the Client's systems, including servers and databases, as well as physical locations, if Alona deems this desirable for the elimination or prevention of an outage.
5. Costs arising from the resolution of a failure in the use of the Services whose cause lies in the Client's IT infrastructure shall be borne by the Client.
6. Alona is not obliged to remedy problems in the Works that are found after delivery and are due to changes in the environment or other technical influences (including browsers, hosting infrastructure, operating systems and changed standards).
7. If the Client has requested Alona to gain direct access to the database related to the Works and Alona can demonstrate or has a strong suspicion that the Client has made changes to the database structure or (relations between) the Data, the right to any warranty lapses. Alona will in that case remedy possible problems at the usual hourly rate.

Article 11. Planning

1. The Client acknowledges that Alona works with a tight schedule when developing Works. In order to enable Alona to carry out the Works in accordance with the agreed schedule, the Client must provide all necessary data, information and Materials as well as any other agreed actions, in a timely manner, thereby avoiding any delay.
2. If the Client fails to perform certain acts under the Agreement in a timely manner or if the Client fails to provide Alona with all necessary data, information and Materials in a timely manner, this will affect the cooperation. In the case of web development and web design, this means that the project will be placed at the back of the queue of planned projects. In the case of the Services SEA, SEO and SMA, this means that the Client obstructs Alona's work (see article 5.4).
3. Alona's obligations concerning the agreed planning are in the nature of obligations of effort and are therefore not obligations to achieve a result, unless expressly agreed otherwise in writing.

Article 12. Fees

1. Fees for providing the Services are mentioned with the Agreement or in the quotation offered by Alona. All fees mentioned are in euros and exclusive of VAT.
2. If the Agreement is a continuing performance Agreement, the amounts due will be invoiced to the Client monthly or annually, prior to the new period, unless otherwise agreed in writing.
3. If Alona has not made an offer or quotation, the fees for the Services to be provided will in principle be determined on the basis of the hourly rate. As far as possible, Alona will announce the hourly rates prior to the work.
4. Alona is entitled to index its fees annually according to the price index figure of the Bureau of Statistics for commercial services (index 2021 = 100).
5. Alona shall be entitled to adjust the price conditions in the interim and to invoice the Client additionally if it appears that the Client, due to (organisational) changes, no longer meets the conditions that it was set at the time of entering into this Agreement.

Article 13. Terms of payment

1. Alona shall be entitled to require an advance payment of up to 100% of the expected order sum from the Client before commencement of the performance of the Agreement. Advance payments must be paid immediately and will be deducted by Alona from the last invoice.

2. Payment of invoices must be made within 10 days of the invoice date, in a manner to be indicated by Alona in the currency of the invoice, unless another payment term has been agreed in writing. Alona is entitled to send invoices digitally.
3. After expiry of the payment term, the Client who fails to pay on time will be in default by operation of law, without notice of default being required. From that moment, Alona is entitled to restrict its Services, for example by restricting access to Services, temporarily suspending Services or suspending the provision of support to Client.
4. Client shall owe interest of 1% per month on the amount due from the moment of default, unless the statutory commercial interest rate is higher in which case the statutory commercial interest rate shall apply. Parts of a month are considered full months. All judicial and extrajudicial costs incurred by Alona to obtain payment - both in and out of court - shall be for the account of Client from that moment onwards. In that case Client shall owe compensation of at least 15% of the outstanding amount, with a minimum of € 150. If the actual costs incurred and to be incurred by Alona exceed this amount, they will also be eligible for compensation.
5. In the above cases, Alona will also have the right to terminate or suspend the Agreement or the unperformed part thereof without notice of default or judicial intervention, or to take it out of use, without the Client having the right to claim compensation for any loss which may arise as a result.
6. A claim for payment shall be immediately due and payable in the event that Client is declared bankrupt, applies for a suspension of payments or a general attachment is levied on Client's assets, Client dies and furthermore, if Client goes into liquidation or is dissolved.
7. If the Client is of the opinion that an invoice is incorrect, the Client must notify Alona of its objections in writing within 5 Working Days of the invoice date. The payment obligation will stand at all times. Payment may therefore not be suspended. Any overpayment will be settled by means of a credit invoice only after this has become apparent.
8. If, based on facts and circumstances, there may be reasonable doubt whether the Client can fulfil his payment obligations, Alona has the right to demand financial security from the Client in the form of a guarantee for the invoice amount or, if it concerns a continuing performance contract, the agreed duration of the Service.

Article 14. Duration of the Agreement

1. The Agreement is entered into for the term stated in the Agreement, offer or order confirmation. The Agreement cannot be terminated prematurely, except with the approval of both Parties. If the Client fails to terminate the Agreement in time, with due observance of the applicable notice period, the Agreement will be tacitly renewed each time for the same period and under the same conditions.
2. Notice of termination shall be given in writing. The Client shall observe a notice period of 1 month for Agreements entered into for a term of 6 months and a notice period of 2 months for Agreements entered into for a term longer than 6 months, unless another term is stated in the Agreement.
3. Alona has the right to terminate the Agreement with immediate effect and without any obligation to pay compensation, if:
    a. Client has failed to fulfil its obligations and such failure has not been remedied within 5 days after written notice of default by Client;
    b. Client has applied for a suspension of payment or its bankruptcy or Client's bankruptcy is applied for, claimed or declared or Client offers a private settlement to its creditors;
    c. Alona needs information or data for the execution of the Agreement and Alona does not receive such information or data within 2 months at the latest.
4. Notwithstanding the provisions of this article, the Client is permitted to terminate the Agreement prematurely by buying out the remaining contractual term. In such case, the Client shall owe Alona a buy-out fee equal to 85% of the remaining contract value, which shall become immediately due and payable upon termination.

Article 15. Client's obligations

1. The Client shall not use the Services made available for acts and/or behaviours contrary to the law, morality, public order, etiquette, the Agreement and these General Terms and Conditions. This includes, but is not limited to, the following acts and behaviours: distributing child pornography, sexual harassment, sending SPAM, infringing copyrighted work(s) or otherwise violating the intellectual property rights of third parties, or otherwise harassing persons, intruding on other computers on the Internet without permission, whereby the relation breaks through any security and/or gains access by a technical intervention using false signals or a false key or by assuming a false capacity.
2. Client is responsible for and undertakes to:
    a. the hardware and software (including operating systems) at the Client's workplace;
    b. the infrastructure of its own internal network;
    c. the peripherals of the Client's own infrastructure;

d. a browser on the Client's local system;
e. connection to the server(s) via proper (internet) connection;
f. the content of the Client's own website(s).

Article 16. Intellectual property

1. For Works developed by Alona, the intellectual property rights are vested in Alona, unless it has been agreed in writing with the Client that the rights will be transferred.
2. Intellectual property rights relating to open source Works used by Alona or Works used under licence by Alona shall lie with the developer of those Works or any other right holder. Such rights cannot be transferred to the Client under any circumstances.
3. The Data stored in the database of a Work developed for Client is and will remain, as far as possible, the property of Client. Upon Client's request, Alona will provide Client with a printout of the Data, in the form of an SQL dump, within 5 Business Days. Alona is entitled to charge Client reasonable costs for this.
4. Alona will not take cognisance of the aforementioned Data stored and/or distributed by Client through the Works, unless this has been explicitly agreed with Client or Alona is obliged to do so by virtue of a statutory provision or court order. In that case, Alona will make every effort to limit the perusal of the Data as much as possible, insofar as this is within its power.
5. Client acquires an indefinite licence from Alona for the Works developed by Alona. Under this licence, Client has the right to use the Works for its own purposes, including but not limited to operating a website.
6. Alona shall be permitted to use the developed Works, associated source files and source codes in whole or in part for other clients and purposes.
7. Alona is permitted to take technical measures to counteract changes to the developed Works, associated source files and source codes. This includes securing the Works by means of encryption.
8. If the Client sends information to Alona, for example feedback on an error or a suggestion for improvement, it grants Alona an unlimited and perpetual right to use this information for the Service. This does not apply to information that the Client expressly marks as confidential.
9. At the request of the Client, Alona will cooperate in depositing source code of a software product produced by Alona with a specialised escrow agent on behalf of the Client. The parties will subsequently agree in writing in which cases the Client will be given access to the source code. The costs of giving and keeping the source code in escrow shall be borne entirely by the Client and, unless expressly stated otherwise, shall not be included in Alona's quotations.

Article 17. Liability

1. If Alona is liable for damage, such liability shall be limited to compensation of direct damage and to a maximum of the invoice amount of the Agreement, at least that part of the Agreement to which the liability relates. In case of an Agreement with an unlimited duration or a duration exceeding 6 months, Alona's liability is further limited to the amounts paid by the Client to Alona in the 6 months preceding the occurrence of the damage.
2. Alona's liability shall in any case always be limited to the amount paid out by Alona's insurer in the relevant case.
3. Liability of Alona for indirect damage, including consequential damage, loss of profit, missed savings, mutilation or loss of (business) data, Data, data stored on Alona equipment and damage due to business stagnation, is excluded.
4. Alona is not liable for damage, of whatever nature, caused by Alona relying on incorrect and/or incomplete data and information provided by or on behalf of Client.
5. The liability of Alona on account of attributable failure in the fulfilment of the Agreement shall only arise if the Client gives Alona immediate and proper notice of default in writing and sets a reasonable term for remedy of the failure, and Alona continues to fail imputably in the fulfilment of its obligations even after this term.
6. The limitations of liability for direct damage contained in these general terms and conditions shall not apply if the damage is due to intent or gross negligence on the part of Alona.

Article 18. Force majeure

1. Alona is not obliged to fulfil any obligation towards Client if Alona is hindered to do so as a result of any external cause, foreseen or unforeseen, which is beyond Alona's control, but which prevents Alona from fulfilling its obligations.
2. This means a circumstance which cannot be attributed to fault, and which is not for the account of Alona under the law, a legal act or generally accepted practice. In particular, force majeure includes: epidemics or pandemics, internal riots, mobilisation, wars, transport congestion, strikes, network attacks such as SYN floods or (distributed) denial-of-service attacks, operational failures, stagnation in supply, fire, floods, import and export impediments and in the event that Alona

is unable to deliver by its own suppliers, irrespective of the reason, as a result of which fulfilment of the Agreement cannot reasonably be required of Alona.

3. Alona may suspend the obligations under the Agreement during the period of force majeure, which will also suspend the Client's payment obligations. If this period lasts longer than 90 days, each of the Parties shall be entitled to dissolve the Agreement, without any obligation to pay compensation to the other Party.
4. Insofar as Alona has already partly fulfilled an obligation under the Agreement at the time of the commencement of force majeure or will be able to fulfil it during the period of force majeure, and independent value can be attributed to the part already fulfilled or to the part to be fulfilled respectively, Alona will be entitled to separately invoice the part already fulfilled or to be fulfilled respectively. Client shall be obliged to pay this invoice.

Article 19. Confidentiality

1. The Parties undertake to keep confidential all confidential information they receive about the other Party's company, including the contents of the Agreement. The Parties shall also impose this obligation on their employees as well as third parties engaged by them for the performance of the Agreement.
2. Information shall in any event be considered confidential if it is designated as such by one of the Parties.
3. In the event of violation of the preceding paragraphs by the Client, the Client will, without judicial intervention, forfeit to Alona an immediately payable fine of € 20,000.00 per violation and € 1,000.00 per day that the violation continues, which is not eligible for any set-off. This provision is without prejudice to Alona's right to exercise any other statutory and/or agreed right, including but not limited to the right to claim (additional) damages (whether or not in combination with the aforementioned fine).

Article 20. Limitation period

The period within which the Client can claim damages from Alona is in all cases limited to 1 year after the damage arose, or the moment at which the damage could reasonably have been discovered and with the exception of the provisions of paragraph 8.10 concerning the completion of Works.

Article 21. After-effect

The provisions of these general terms and conditions and the Agreement, which are expressly or by their nature intended to remain in force after termination of this Agreement, shall thereafter remain in force and continue to bind both Parties.

Article 22. Amendment of General Terms and Conditions

1. Alona shall be entitled to make amendments to these Terms and Conditions. Such amendments shall enter into force at the time announced. Alona will send the amended Terms and Conditions to the Client in time. If no time of entry into force has been announced, amendments vis-à-vis the Client will enter into force as soon as the Client has been notified of the amendment.
2. In the event of an interpretation of the contents and purport of these general terms and conditions as well as in the event of a conflict between the contents or interpretation of any translations of these general terms and conditions and the Dutch version, the Dutch text thereof will always be decisive.

Article 23. Applicable law and choice of forum

1. The Agreement shall be governed by Dutch law.
2. Insofar as rules of mandatory law do not prescribe otherwise, all disputes that may arise as a result of this Agreement will be submitted to the competent court in the district of Alona's place of business, irrespective of whether the Client is established outside the Netherlands and irrespective of whether the Agreement is executed wholly or partly abroad.
3. The version of any communication and administration received or stored by Alona shall be deemed authentic and compelling evidence, subject to proof to the contrary to be provided by the Client.