



# GENERAL TERMS AND CONDITIONS

## DATAWONDER

*Business services – software, SaaS and AI solutions*

Datawonder · Zevenaar · Dutch Chamber of Commerce no. 82679576  
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### Article 1 – Definitions

In these general terms and conditions, the following terms are used with an initial capital letter. Both in the singular and in the plural, they have the following meaning:

1. **Datawonder:** the business Datawonder, established in Zevenaar, registered with the Dutch Chamber of Commerce under number 82679576, the user of these general terms and conditions.
2. **Client:** the legal entity or the natural person acting in the exercise of a profession or business with whom Datawonder enters into an Agreement or to whom Datawonder issues an offer or quotation. Datawonder contracts exclusively with business parties and not with consumers.
3. **Parties:** Datawonder and the Client together.
4. **Agreement:** any arrangement or agreement between the Parties, of which these general terms and conditions form part.
5. **Services:** all work and services that Datawonder performs for the Client, including advice, development, implementation, maintenance and support.
6. **Software:** the software developed, supplied or made available by or on behalf of Datawonder, including custom work, standard software, scripts, models, configurations and the associated Documentation.
7. **Custom Software:** Software that Datawonder develops specifically on the instructions of the Client.
8. **SaaS Service:** the making available and keeping available of Software remotely via the internet (as-a-service) by or on behalf of Datawonder, without the Software being supplied to the Client or installed on the Client's equipment.
9. **AI Solution:** Software or a Service that uses artificial intelligence, machine learning, language models or comparable techniques.
10. **Output:** the results, data, texts, code, images or other outcomes generated by an AI Solution.
11. **Right of Use:** the non-exclusive, non-transferable right to use the Software as described in these terms and conditions and in the Agreement.
12. **Documentation:** the user or technical documentation belonging to the Software.
13. **Data Processing Agreement:** the agreement concluded between the Parties as referred to in Article 28 GDPR, for the event that Datawonder processes personal data on behalf of the Client in the performance of the Agreement.
14. **GDPR:** the General Data Protection Regulation (Regulation (EU) 2016/679).
15. **In writing:** set down in writing or recorded by electronic means, including by e-mail.

### Article 2 – Applicability and rejection of the Client's terms and conditions

1. These terms and conditions apply to all quotations, offers, work, assignments, Agreements and deliveries of Services or products by or on behalf of Datawonder.
2. The Parties may deviate from these terms and conditions only insofar as this has been expressly agreed in writing. Deviations apply solely to the Agreement concerned.
3. The applicability of any purchasing, general or other terms and conditions of the Client or of third parties is expressly rejected. Such terms and conditions do not bind Datawonder, not even where Datawonder has not expressly contested their applicability and irrespective of the order in which the respective terms and conditions have been

referred to.

4. These terms and conditions are made available to the Client before or upon the conclusion of the Agreement. Where this is not reasonably possible, the terms and conditions shall be sent free of charge upon first request. The terms and conditions may also be consulted via Datawonder's website.

### **Article 3 – Offers and quotations**

1. Offers and quotations from Datawonder are without obligation, unless expressly stated otherwise therein.
2. An offer or quotation is valid for a maximum of 30 days, unless a different period is stated in the offer or the quotation.
3. If the Client does not accept an offer or quotation within the applicable period, the offer or the quotation lapses.
4. Offers and quotations do not automatically apply to follow-up assignments or repeat orders, unless the Parties agree otherwise in writing.
5. Obvious mistakes or clerical errors in an offer or quotation do not bind Datawonder.

### **Article 4 – Formation and acceptance of the Agreement**

1. The Agreement is concluded at the moment at which the Client accepts an offer or quotation from Datawonder in writing, or at the moment at which Datawonder actually commences performance.
2. Upon acceptance of a quotation or offer made without obligation, Datawonder may nevertheless withdraw the quotation or the offer within 3 working days of receipt of the acceptance, without the Client being able to derive any rights therefrom.
3. An oral acceptance or arrangement binds Datawonder only after it has been confirmed in writing or electronically.

### **Article 5 – Prices**

1. Datawonder applies prices in euros, exclusive of VAT and exclusive of any other costs such as travel, administration or third-party licence costs, unless agreed otherwise in writing.
2. Datawonder may at any time amend the prices of its Services and products on its website and in other communications. For Agreements already concluded, the agreed prices apply.
3. The Parties may agree a total amount as a target price for a service, unless agreed otherwise in writing.
4. Datawonder may deviate from the target price by up to 10%.
5. If the target price increases by more than 10%, Datawonder shall inform the Client in good time why a higher price is justified. In that case, the Client may cancel that part of the assignment which exceeds the target price (increased by 10%).
6. In the case of Agreements with a term of more than twelve months, Datawonder may adjust the agreed (periodic) prices annually on the basis of the consumer price index (CPI, all households) of Statistics Netherlands (CBS) or a comparable index. Datawonder shall give notice of a price adjustment prior to its entry into effect.
7. Datawonder may pass on to the Client price adjustments arising from a statutory measure or from a price change by a supplier (including providers of AI models, hosting or licences).

### **Article 6 – Payments and payment term**

1. Upon entering into the Agreement, Datawonder may require an advance payment of up to 50% of the agreed amount.
2. The Client must have made payment within 14 days of the invoice date, unless a different period has been agreed in writing.
3. The payment terms applied by Datawonder are strict deadlines. This means that, in the event of late payment, the Client is automatically in default and in breach, without any reminder or notice of default being required.
4. Datawonder may make a delivery or access to a SaaS Service conditional upon immediate payment, or may require security for the total amount of the Services or products.
5. Objections to the amount of an invoice do not suspend the payment obligation.

## **Article 7 – Consequences of late payment**

- 1.If the Client does not pay within the agreed period, Datawonder may charge the statutory commercial interest (Section 6:119a of the Dutch Civil Code) from the day on which the Client is in default, whereby part of a month counts as a full month.
- 2.Where the Client is in default, the Client must in addition pay the extrajudicial collection costs and any damages to Datawonder.
- 3.The collection costs are calculated in accordance with the Dutch Act on the standardisation of extrajudicial collection costs (Wet normering buitengerechtelijke incassokosten) and the associated Decree.
- 4.If the Client does not pay on time, Datawonder may suspend its obligations, including access to a SaaS Service, until the Client has paid.
- 5.In the event of liquidation, bankruptcy, attachment or suspension of payments on the part of the Client, Datawonder's claims against the Client become immediately due and payable.
- 6.If the Client refuses to cooperate in the performance of the Agreement by Datawonder, the Client must nevertheless pay the agreed price.

## **Article 8 – Right of suspension**

- 1.The Client waives the right to suspend the performance of any obligation arising from the Agreement.

## **Article 9 – Set-off**

- 1.The Client waives its right to set off a debt owed to Datawonder against a claim against Datawonder.

## **Article 10 – Performance of the Agreement**

- 1.Datawonder shall perform the Agreement to the best of its insight and ability and in accordance with the requirements of good workmanship.
- 2.Datawonder may have the agreed work carried out in whole or in part by third parties, including subcontractors and suppliers.
- 3.Stated periods are indicative and do not constitute strict deadlines, unless expressly agreed otherwise in writing.
- 4.The Client shall ensure that Datawonder is able to commence and to continue performance in good time, including by providing access, data, systems and cooperation in good time.
- 5.If the Client fails to ensure that Datawonder can commence or continue in good time, the resulting additional costs and hours shall be borne by the Client.

## **Article 11 – Provision of information by the Client**

- 1.The Client shall make available to Datawonder, in good time and in the desired form, all information, data and documents that are relevant to the proper performance of the Agreement.
- 2.The Client warrants the accuracy, completeness and reliability of the information, data and documents made available, including where these originate from third parties.
- 3.The Client indemnifies Datawonder against damage resulting from incorrect or incomplete information.
- 4.If the Client does not make available the information reasonably required by Datawonder, or does not do so in good time or properly, and performance is thereby delayed, the resulting additional costs and hours shall be borne by the Client.

## **Article 12 – Additional work**

- 1.Where the Client wishes changes or additions to the agreed work, or where it becomes apparent during performance that additional activities are necessary, this constitutes additional work.
- 2.Datawonder is not obliged to comply with a request for additional work and may require that a separate written assignment be given for it.
- 3.Additional work is carried out at Datawonder's rates applicable at that time, unless agreed otherwise in writing.

4. Datawonder is not liable for delay or consequences resulting from additional work or from changes requested by the Client.

### **Article 13 – Delivery and acceptance**

1. Where the Parties have agreed an acceptance test, a test period of 14 days after delivery applies, unless agreed otherwise in writing.
2. The Software is deemed to have been accepted on the last day of the test period, or earlier if the Client uses the Software for productive or operational purposes before the end of the test period.
3. The Client may not withhold acceptance on the grounds of imperfections that do not reasonably prevent the Software from being put into use (minor defects), or on grounds unrelated to the agreed specifications. Datawonder shall remedy minor defects within a reasonable period.
4. If the Parties have not agreed an acceptance test, the Client accepts the Software at the moment of delivery, or upon putting it into use.
5. Datawonder does not warrant that the Software will operate without interruption or errors, or that all errors will be remedied.

### **Article 14 – Term, renewal and termination**

1. An Agreement concerning a continuing service (including a SaaS Service, maintenance or support) shall be entered into for an indefinite period, unless the nature of the Agreement dictates otherwise or unless otherwise agreed.
2. An Agreement entered into for a fixed term shall, upon expiry of that term, be tacitly renewed each time for a period of the same length, unless one of the Parties terminates the Agreement in writing observing a notice period of 2 months before the end of the current term.
3. An Agreement for a continuing service entered into for an indefinite period may be terminated in writing by either of the Parties observing a notice period of 2 months, unless otherwise agreed.
4. Termination shall not affect the obligation to pay for work already performed and for ongoing (licence) obligations.

### **Article 15 – Cancellation and early termination**

1. Should the Client wish to terminate an assignment of a project-based nature prematurely, this shall be possible only insofar as agreed in writing or insofar as the law so requires.
2. In the event of early termination or cancellation, the Client shall be obliged to pay Datawonder the fee due for the work already performed and the expenses incurred, as well as the costs arising from obligations already entered into by Datawonder towards third parties.

### **Article 16 – Availability, maintenance and support (SaaS)**

1. Datawonder shall use its best efforts to keep a SaaS Service available to the greatest extent possible, but does not guarantee uninterrupted availability, unless the Parties have agreed a separate Service Level Agreement (SLA) in writing.
2. In the absence of a separate SLA, no guaranteed availability, response or resolution times shall apply.
3. Datawonder may take a SaaS Service or Software wholly or partly out of service for preventive, corrective or adaptive maintenance and for the implementation of updates. Datawonder shall use its best efforts to carry out scheduled maintenance outside office hours as far as possible and to announce it in good time.
4. Periods of announced maintenance, and malfunctions or circumstances beyond Datawonder's control, shall not be taken into account when determining availability.
5. Datawonder may modify the SaaS Service and Software from time to time, including by adding, changing or removing functionalities. Datawonder shall use its best efforts to announce far-reaching changes in good time.

### **Article 17 – Hosting, data and back-ups**

1. Where Datawonder provides hosting or a SaaS Service, Datawonder shall determine the manner and location of hosting, unless otherwise agreed. Datawonder may engage third parties for this purpose, including cloud and hosting providers.

2. Datawonder shall use its best efforts to make regular back-ups of the data stored by the Client in the SaaS Service, unless otherwise agreed. The Client shall itself remain responsible for retaining its own copies of the data it has supplied.
3. The data entered by the Client into the SaaS Service or processed via the Service shall remain vested in the Client.
4. After the end of the Agreement, Datawonder shall give the Client the opportunity, for a reasonable period, to export its data, or have its data exported, in a commonly used format. Thereafter, Datawonder may delete the data, subject to any statutory retention obligation or any agreement to the contrary. Datawonder may charge its usual rates for export work.
5. Datawonder may suspend access to a SaaS Service and to the data stored therein for as long as the Client fails to fulfil a due and payable payment obligation.

## **Article 18 – Right of Use and licence**

1. Unless otherwise agreed in writing, the Client shall obtain solely a non-exclusive, non-transferable and non-sublicensable Right of Use in respect of the Software, for its own use within its own business and for the agreed purpose.
2. In the case of a SaaS Service, the Software shall not be delivered to the Client, but shall be made available remotely only, for the term of the Agreement.
3. The Right of Use shall arise only after the Client has paid in full all amounts agreed in that respect (retention of licence). Until that time, the Client shall use the Software at its own risk and Datawonder may suspend such use.
4. The Client shall not be permitted to reproduce, copy, modify, decompile, provide to third parties or make available the Software or Documentation, except insofar as mandatory law permits this or as otherwise agreed in writing.
5. The source code of (Custom) Software and the technical documentation produced in the course of development shall not be made available to the Client, unless this has been expressly agreed in writing, for example by way of a separate source code or escrow arrangement.

## **Article 19 – Intellectual property**

1. All intellectual property rights in the Software, designs, documentation, texts, images, sketches, models, methods, concepts and algorithms developed or made available by or on behalf of Datawonder shall vest exclusively in Datawonder or its licensors, including where these have been developed on the Client's instructions and including where a separate fee has been charged for them. The Client shall obtain solely the Rights of Use arising from these terms and conditions and from the Agreement.
2. Datawonder shall retain the right to use the knowledge, experience, techniques, methods, general building blocks, libraries and background knowledge (background intellectual property) acquired in the course of performance for other assignments as well, provided that no confidential information of the Client is disclosed thereby.
3. The Client shall not remove or modify any notices concerning intellectual property rights.
4. The Client shall not, without Datawonder's prior written consent, show the intellectual property rights referred to in paragraph 1 to others, make them available to others or use them in any other way.

## **Article 20 – Third-party software and services, open source**

1. The Software and Services may make use of third-party software programs, components, libraries, APIs or services, including open source components and cloud and AI services.
2. Additional (licence) terms and conditions of those third parties may apply to third-party software programs and services. Insofar as possible, Datawonder shall bring these terms and conditions to the Client's attention; in respect of the part concerned, they shall prevail over these general terms and conditions.
3. Datawonder shall not be liable for third-party software programs, services or malfunctions and gives no warranty in respect thereof. Datawonder may pass on to the Client, or charge on to the Client, any changes, price increases, restrictions or discontinuation of services by third parties.

## **Article 21 – Artificial intelligence (AI)**

1. Where Datawonder provides an AI Solution, Datawonder shall use its best efforts to develop and configure it to the best of its knowledge and ability. Datawonder does not guarantee that the Output is correct, complete, up to date, free of errors or fit for any particular purpose.
2. AI Solutions may produce incorrect, incomplete or unexpected results (including so-called "hallucinations"). The Client shall be responsible for assessing, verifying and responsibly applying the Output and shall not use Output without appropriate human review for decisions having legal, financial, medical or otherwise far-reaching consequences.
3. The Client shall be responsible for the lawfulness of the data it enters into an AI Solution and for the use it makes of the Output. The Client shall indemnify Datawonder against third-party claims relating thereto.
4. For the provision of AI Solutions, Datawonder may make use of third-party models, APIs and infrastructure, such as those of providers of language models. The availability, terms and operation of these third-party services affect the AI Solution. Article 20 shall apply mutatis mutandis.
5. Datawonder shall not use the Client's data and content to train its own or general AI models, unless otherwise agreed in writing. Where Datawonder makes use of third-party models, Datawonder shall use its best efforts, where possible, to use settings or services under which input is not used for training.
6. Each of the Parties shall be responsible for complying with the obligations incumbent upon it under applicable laws and regulations concerning AI, including Regulation (EU) 2024/1689 (AI Act). The Client shall be responsible for the intended use and the application of the AI Solution within its organisation.

## **Article 22 – Privacy and processing of personal data**

1. Insofar as Datawonder processes personal data in the performance of the Agreement for and on the instructions of the Client, Datawonder shall be regarded as the processor and the Client as the controller within the meaning of the GDPR.
2. In that case, the Parties shall conclude a Data Processing Agreement as referred to in Article 28 of the GDPR, which shall form part of the Agreement. In the event of any conflict between the Data Processing Agreement and these general terms and conditions, the Data Processing Agreement shall prevail insofar as the processing of personal data is concerned.
3. The Client warrants that it is entitled to provide the personal data to Datawonder and to have them processed and that a valid legal basis exists for doing so. The Client shall indemnify Datawonder against claims by data subjects or third parties and against fines relating to a breach of this obligation.
4. Datawonder may engage sub-processors in the processing, with due observance of what has been provided in that respect in the Data Processing Agreement.
5. Datawonder processes personal data of the Client and of its contact persons for the purposes of its own business operations, including administration and relationship management, in accordance with its privacy statement.

## **Article 23 – Confidentiality**

1. The Client shall keep confidential all information, in whatever form, that it receives from Datawonder.
2. The same shall apply to all other information concerning Datawonder of which the Client knows, or may reasonably suspect, that it is secret or confidential, or of which it may expect that the dissemination thereof could cause damage to Datawonder.
3. Datawonder shall likewise take appropriate measures to keep confidential information of the Client secret.
4. The Client shall take all necessary measures to ensure that it keeps the information referred to in this article confidential.
5. The duty of confidentiality shall not apply to information that (a) was already public before the Party concerned became aware of it, or has subsequently become public without any breach of a duty of confidentiality, or (b) must be disclosed pursuant to a statutory obligation or a court order.
6. The duty of confidentiality shall apply for the term of the Agreement and for a period of 3 years thereafter.

## **Article 24 – Penalty clause**

- 1.If the Client breaches the article on confidentiality or the article on intellectual property, it shall forfeit to Datawonder, for each breach, an immediately payable penalty of €5,000.
- 2.In addition, the Client shall forfeit an amount of €500 for each day that the breach continues.
- 3.The penalty shall be payable without any notice of default or legal proceedings being required and without there having to be any damage.
- 4.In addition to the penalty, Datawonder may also claim performance and full compensation for damages.

## **Article 25 – Indemnification**

- 1.The Client shall indemnify Datawonder against all third-party claims relating to the products and/or Services supplied by Datawonder, unless such claims are the result of intent or wilful recklessness on the part of Datawonder.

## **Article 26 – Warranty**

- 1.Where the Parties have entered into an Agreement of a service-providing nature, this shall entail for Datawonder only a best-efforts obligation and therefore not an obligation to achieve a specific result.
- 2.Datawonder does not warrant that the Software or an AI Solution is free of errors or operates without interruption. Datawonder shall use its best efforts to remedy, within a reasonable period, reported and reproducible defects that materially affect the agreed specifications.
- 3.A warranty or repair obligation shall lapse where the Client makes, or has made, changes to the Software without permission, does not use the Software in accordance with the Documentation or the instructions, or where defects are the result of data, hardware, software or services of the Client or of third parties.

## **Article 27 – Duty to complain and inspection**

- 1.The Client shall be obliged to report complaints about the work performed or the products delivered to Datawonder immediately and in writing. The complaint shall contain as detailed a description of the shortcoming as possible, so that Datawonder is able to respond adequately.
- 2.The Client shall inspect a delivered product or a service rendered for any shortcomings as soon as possible.
- 3.If a delivered product or a service rendered does not correspond to what the Client could reasonably expect, the Client shall notify Datawonder thereof within 14 days of discovering the shortcoming and in any event within 1 month of delivery.
- 4.The Client shall demonstrate that the complaint relates to an Agreement between the Parties.
- 5.A complaint shall not suspend the Client's payment obligation.
- 6.A complaint may in no event result in Datawonder being obliged to perform work other than the work that has been agreed.

## **Article 28 – Notice of default**

- 1.The Client shall give a notice of default to Datawonder in writing, allowing a reasonable period in which to perform after all.
- 2.The Client shall be responsible for ensuring that a notice of default actually reaches Datawonder and does so in good time.

## **Article 29 – Joint and several liability of the Client**

- 1.Where Datawonder enters into an Agreement with more than one (legal) person on the Client's side, each of them shall be jointly and severally liable for the performance of the obligations under the Agreement.

## **Article 30 – Liability of Datawonder**

- 1.Datawonder shall be liable solely for direct damage resulting from an attributable failure in the performance of the Agreement.
- 2.Datawonder shall not be liable for indirect damage, including consequential damage, lost profits, missed savings, business interruption, loss of or damage to data, reputational damage and damage resulting from third-party

claims.

3. Datawonder shall not be liable for damage arising from or connected with (a) the use or the incorrectness of Output of an AI Solution, (b) software, services, malfunctions or shortcomings of third parties, (c) incorrect or incomplete data supplied by the Client, or (d) use of the Software or the Service contrary to the Documentation, to instructions or to the Agreement.
4. The total liability of Datawonder shall be limited, per event, whereby a series of connected events shall count as a single event, to the amount paid out in the case concerned under Datawonder's liability insurance, increased by the deductible.
5. If, for whatever reason, no payment is made by the insurer, the total liability of Datawonder shall be limited to the amount that the Client has paid to Datawonder under the Agreement concerned in the twelve months preceding the event causing the damage (excluding VAT), subject to a maximum of €25,000.
6. The limitations of liability set out in this article shall not apply to damage resulting from intent or wilful recklessness on the part of Datawonder.
7. A condition for any right to compensation to arise is that the Client reports the damage to Datawonder in writing as soon as possible, but no later than within 30 days of discovery.
8. All images, photographs, colours, drawings and descriptions on the website or in an offer are indicative only and cannot give rise to any compensation, rescission or suspension.

### **Article 31 – Limitation period**

1. Any right of the Client to compensation from Datawonder shall in any event lapse 12 months after the event from which the liability directly or indirectly arises. This does not exclude the provisions of Section 6:89 of the Dutch Civil Code.

### **Article 32 – Rescission**

1. The Client may rescind the Agreement where Datawonder attributably fails to perform its obligations, unless that failure does not justify rescission on account of its special nature or minor significance.
2. If performance of the obligations by Datawonder is still possible, rescission may take place only after Datawonder is in default.
3. Datawonder may rescind or suspend the Agreement in whole or in part with immediate effect and without a notice of default where (a) the Client does not perform its obligations, or does not perform them fully or in good time, (b) Datawonder has good grounds to fear that the Client will not perform its obligations, or (c) the Client is in a state of bankruptcy, applies for or obtains a suspension of payments, or otherwise loses the free disposal of its assets.
4. In the event of rescission, Datawonder's claims against the Client shall become immediately due and payable.

### **Article 33 – Force majeure**

1. In addition to Section 6:75 of the Dutch Civil Code, a failure on the part of Datawonder cannot be attributed to Datawonder where there is force majeure.
2. Force majeure includes, among other things: a state of emergency such as a natural disaster; non-performance or force majeure on the part of suppliers, delivery services or other third parties; power, electricity, internet, computer or telecommunications failures; malfunctions or the (temporary) unavailability of services, models or infrastructure of third parties, including hosting and AI service providers; cyberattacks, computer viruses and data breaches at third parties; strikes; government measures; transport problems; and work stoppages.
3. Where a force majeure situation arises as a result of which Datawonder is unable to perform one or more obligations towards the Client, those obligations shall be suspended until Datawonder is able to perform again.
4. From the moment a force majeure situation has lasted at least 30 calendar days, both Parties may rescind the Agreement in whole or in part in writing.
5. In a force majeure situation, Datawonder shall not be required to pay any compensation to the Client, not even where Datawonder derives any benefit from the force majeure.

## **Article 34 – Amendment of the Agreement**

- 1.If, during performance, it appears that it is necessary to amend or supplement the Agreement in order to ensure proper performance, the Parties shall amend the Agreement in consultation and in writing. Article 12 (Additional work) shall apply mutatis mutandis.

## **Article 35 – Amendment of the general terms and conditions**

- 1.Datawonder may amend these general terms and conditions.
- 2.Datawonder may implement amendments of minor importance at any time.
- 3.Datawonder shall notify the Client of substantial amendments in good time and, where possible, in advance. In the case of an ongoing Agreement, the amended terms and conditions shall take effect on the announced date.

## **Article 36 – Transfer of rights**

- 1.The Client may not transfer any rights under an Agreement with Datawonder to others without the prior written consent of Datawonder. This provision constitutes a clause with effect under property law as referred to in Section 3:83, paragraph 2, of the Dutch Civil Code.
- 2.Datawonder may transfer its rights and obligations under the Agreement to a third party in the context of a takeover or reorganisation of (part of) its business.

## **Article 37 – Reference**

- 1.Datawonder may use the name and logo of the Client and a general description of the assignment as a reference in its portfolio and communications, unless the Client objects to this in writing.

## **Article 38 – Consequences of nullity or voidability**

- 1.If one or more provisions of these general terms and conditions prove to be null and void or voidable, this shall not affect the remaining provisions.
- 2.A provision that is null and void or voidable shall in that case be replaced by a valid provision that comes closest to what Datawonder had in mind on that point when drafting.

## **Article 39 – Applicable law and competent court**

- 1.These general terms and conditions and the Agreement shall be governed exclusively by Dutch law.
- 2.The court in the district in which Datawonder has its place of business shall have exclusive jurisdiction to hear disputes between the Parties, unless mandatory provisions of law provide otherwise.

*Drawn up by Datawonder in Zevenaar. These general terms and conditions apply to all business Agreements of Datawonder and are made available with every quotation and Agreement.*