

GENERAL TERMS AND CONDITIONS

BJA High End Customized Turntables

ARTICLE 1. | DEFINITIONS

In these General Terms and Conditions, the following terms, each capitalized, shall have the meanings assigned to them below:

1. **BJA:** BJA High End Customized Turntables, the user of these General Terms and Conditions, located at Bovenloop 19, 1354 LB in Almere, registered in the Commercial Register under Chamber of Commerce (KvK) number 56720513.
2. **Customer:** any natural or legal person with whom BJA has concluded or intends to conclude an Agreement.
3. **Consumer:** a Customer who is a natural person and who is not acting for purposes related to their trade, business, craft, or profession.
4. **Parties:** BJA and the Customer jointly.
5. **Agreement:** any agreement between the Parties within the framework of which BJA has undertaken to deliver Products and/or perform Works/Services for the Customer.
6. **Distance Agreement:** an Agreement concluded between BJA and a Consumer within the framework of an organized system for distance selling, without the simultaneous physical presence of BJA and the Consumer, and where, up to and including the time the agreement is concluded, exclusive use is made of one or more means of distance communication. This applies, for example, if the Consumer concludes an agreement from a distance in response to a Marktplaats or social media advertisement by BJA. An Agreement is therefore not a Distance Agreement if no organized system for distance selling is used to establish it, for instance, if the Customer looks up BJA's contact details on the internet and subsequently concludes an agreement. A Distance Agreement is also not applicable if BJA has received or visited the Consumer prior to the conclusion of the Agreement in connection with its establishment.
7. **Products:** the items to be delivered to the Customer by BJA within the scope of the Agreement, whether sold separately or delivered in connection with the execution of work by or on behalf of BJA. "Products" may include, but are not limited to, high-end turntables completely designed and built by BJA, motor units with electronic control, and associated items.
8. **Works/Services:** the work to be performed by or on behalf of BJA under the Agreement, which may include, without limitation, the overhauling, maintaining, repairing, upgrading, finishing, adjusting, and mounting of turntables, tonearms, motor units, cables, audio accessories, and parts, as well as the performance of related work on items belonging to the Customer.

9. **Customized Products:** Products made to the Customer's specifications, which are not prefabricated and are manufactured on the basis of an individual choice or decision by the Customer, or are otherwise clearly intended for a specific person. This includes, in any case, turntables assembled according to the Customer's wishes, custom-made cables, and other products whose execution, dimensions, configuration, finish, choice of material, or composition are tailored to the Customer's requirements.

10. **In Writing:** communication in written form, communication by email, via WhatsApp, or any other form of communication that can be equated with it in view of the state of the art and prevailing social practices.

ARTICLE 2. | GENERAL PROVISIONS

1. These General Terms and Conditions apply to every offer made by BJA, every Agreement, and all resulting legal relationships between the Parties.

2. The applicability of any general terms and conditions of the Customer is expressly rejected.

3. Deviations from the provisions of these General Terms and Conditions can only be made expressly and In Writing. Insofar as and to the extent that what the Parties have expressly agreed In Writing deviates from the provisions of these General Terms and Conditions, the terms agreed expressly and In Writing by the Parties shall prevail.

4. The invalidity or nullity of one or more provisions of these General Terms and Conditions or the Agreement as such shall not affect the validity of the remaining provisions. In such a case, the Parties are obliged to consult with each other to make a replacement arrangement for the affected provision, whereby the purpose and meaning of the original provision shall be taken into account as far as possible.

5. If these General Terms and Conditions are available in multiple languages, the Dutch text shall always be leading for the interpretation of the provisions contained therein and for the assessment of their content and scope.

ARTICLE 3. | OFFER, SPECIFICATIONS, AND CONCLUSION OF AGREEMENTS

1. Any oral or Written offer made by BJA, including its cost estimates and other proposals, is subject to contract (freibleibend). BJA may still revoke its offer immediately, or at least as quickly as possible, after its acceptance by the Customer.

2. If an offer from BJA is based on data, specifications, wishes, designs, material choices, or other information provided by the Customer, the Customer guarantees its accuracy and completeness. BJA shall never be liable for any damages resulting from incorrect or incomplete data provided by the Customer.

3. Obvious errors and mistakes in an offer from BJA do not bind BJA.

4. Every Agreement is concluded, without prejudice to the provisions of paragraph 1, at the moment BJA's offer has been accepted by the Customer in the manner designated by BJA – and if applicable – when the Customer has also agreed to the final technical and aesthetic specifications of the product or work. If the

Customer's acceptance deviates from BJA's offer, the agreement shall not be concluded in accordance with this deviating acceptance unless BJA indicates otherwise.

5. If BJA sends the Customer a Written confirmation following an orally concluded agreement, this confirmation is deemed to reflect the Agreement correctly and completely, unless the Customer objects in a reasoned manner and In Writing within two working days of receiving the confirmation.

6. If the Customer concludes the Agreement on behalf of another natural or legal person, they declare by concluding the Agreement that they are authorized to do so. The Customer is jointly and severally liable alongside this (legal) person for the fulfillment of the obligations under this Agreement.

7. Any subsequent changes to specifications, execution, choice of material, finish, dimensions, or other wishes of the Customer may result in additional costs, extra work, and changes to the delivery time.

ARTICLE 4. | RIGHT OF WITHDRAWAL FOR DISTANCE AGREEMENTS

1. Subject to the provisions in the remainder of this article and in particular paragraph 2, the Consumer may withdraw from a Distance Agreement up to 14 days after delivery of the products to the Consumer without giving reasons. If the Distance Agreement exclusively provides for the performance of work, the reflection period begins on the day the agreement is concluded. If the Distance Agreement involves both the delivery of products and the performance of work regarding those products, the reflection period begins on the day the products are delivered to the Consumer.

2. The Consumer has no right of withdrawal in the case of:

- a) a Distance Agreement for the performance of work after full performance of the work, if the execution started with the Consumer's express prior consent and the Consumer declared that they lose their right of withdrawal once BJA has fully performed the agreement;
- b) a consumer purchase concerning the delivery of Customized Products;
- c) a Distance Agreement where the right of withdrawal is excluded or does not apply for other reasons pursuant to Section 6.5.2B of the Dutch Civil Code (*Burgerlijk Wetboek*).

3. Execution of the work within the reflection period shall only take place at the express request of the Consumer.

4. The Consumer can withdraw from the Distance Agreement by submitting a request to BJA via email or by using the model withdrawal form provided by BJA. If the conditions of this article are met, BJA will confirm the withdrawal to the Consumer via email as soon as possible after taking note of the Consumer's intention to withdraw.

5. In the case of delivered products, the Consumer must handle the relevant products and their packaging with care during the reflection period. The Consumer may only handle and inspect the products to be returned to the extent necessary to assess their nature and characteristics. The guiding principle here is that the Consumer may only handle and inspect the products as they would be allowed to do in a retail store.

6. If the Consumer exercises their right of withdrawal, they must return the products concerned undamaged, with all delivered accessories and – if possible – in their original condition and packaging to BJA at the address where the Consumer picked up the product, or otherwise to the return address specified by BJA.
7. The Consumer is liable for any reduction in value of the returned products resulting from handling the products beyond what is permitted under paragraph 5. BJA is entitled to charge this reduction in value to the Consumer, if necessary by offsetting it against payments already received from the Consumer.
8. For work already executed following a request pursuant to the provisions of paragraph 3, the Consumer owes BJA an amount proportional to the part of the work that BJA has already fulfilled at the time the right of withdrawal is exercised. The proportional amount owed by the Consumer to BJA shall be calculated on the basis of the expressly agreed total price.
9. Products must be returned within 14 days after the Consumer has withdrawn from the Distance Agreement in accordance with the provisions of paragraph 4.
10. The costs of returning products shall be borne by the Consumer.
11. BJA will reimburse the Consumer for all payments already received, less any reduction in value and any costs within the meaning of paragraph 8, as soon as possible and no later than 14 days after the withdrawal, provided that any products to be returned have been received back by BJA or the Consumer has proven that the products have actually been returned.
12. If the right of withdrawal is only exercised for part of the order, any delivery costs originally paid by the Consumer will not be refunded or waived.

ARTICLE 5. | CANCELLATION OF THE AGREEMENT FOR OTHER REASONS THAN UNDER ARTICLE 4

If the Customer cancels the Agreement for reasons other than on the basis of Article 4, the Customer is obliged to compensate BJA for the damage actually suffered. This damage includes the full loss of turnover suffered by BJA, less any savings resulting from the cancellation.

ARTICLE 6. | OBLIGATIONS OF THE CUSTOMER IN GENERAL

1. The Customer guarantees that they will provide BJA – whether requested by BJA or not – with all information reasonably relevant to the design and execution of the Agreement in a timely, complete manner and in the format prescribed by BJA. The Customer vouches for the accuracy of this information.
2. The Customer must always grant BJA all assistance necessary for the execution of the Agreement. The Customer shall take all reasonable measures to optimize the execution of the Agreement.
3. Prior to the start of the work, the Customer must fully and truthfully inform BJA of all circumstances that may be of importance for the execution of the Agreement, including, but not limited to, the technical condition of the item to which the work relates, previous repairs, overhauls, modifications, defects, deviations,

malfunctions, wear and tear, transport damage, and other specific risks or circumstances that may influence the execution of the work or the defect-free nature of the result.

4. If the Customer fails to provide the information referred to in the preceding paragraphs, provides it late, or provides incorrect information, any resulting damages, delays, and costs shall be borne entirely by and at the risk of the Customer.

5. In order to allow the work to be executed in a timely manner, the Customer guarantees that they will make the item to which the work relates available to BJA at the agreed time and place, and will collect it promptly after completion of the work, unless expressly agreed otherwise In Writing.

ARTICLE 7. | TERMS AND DEADLINES

1. All execution and/or (delivery) periods to which BJA has committed towards the Customer are target times and not strict deadlines (Ausschlussfristen). BJA shall only be in default after the Customer has given BJA notice of default In Writing, setting a reasonable period for remedy, and BJA has still failed to perform after expiry of this latter period. A mere exceeding of a term does not, therefore, entitle the Customer to dissolve the Agreement or to claim any other compensation.

2. Insofar as this default reasonably justifies it, BJA's default entitles the Customer to dissolve that part of the Agreement to which the default relates, but never to a claim for additional or replacement compensation, unless mandatory law dictates otherwise in favor of the Consumer.

ARTICLE 8. | DELIVERY, ACCEPTANCE, AND TRANSFER OF RISK

1. Delivery of the products generally takes place by collection by the Customer at a location designated by BJA, unless expressly agreed otherwise In Writing. Shipping of products only takes place if expressly agreed In Writing.

2. The risk of loss, damage, or any other reduction in value of the products passes to the Customer at the moment the products are received by or on behalf of the Customer, or, if a personal delivery was agreed, at the moment of actual transfer.

3. If the products could not be delivered or collected due to a circumstance attributable to the Customer, BJA is entitled, without prejudice to the provisions in the remainder of these General Terms and Conditions, to store the products at the Customer's expense, without prejudice to the Customer's obligation to pay the agreed price and any additional costs already incurred.

4. If BJA incurs additional costs when applying the previous paragraph, such as costs related to multiple delivery attempts, these costs shall additionally be borne by the Customer.

ARTICLE 9. | EXECUTION OF WORKS

1. Works are executed by BJA exclusively during normal working hours and at a location determined by BJA, unless expressly agreed otherwise in writing.

2. The Customer brings and collects the item on which the work is performed themselves, unless expressly agreed otherwise In Writing.

ARTICLE 10. | INSPECTION AND COMPLAINTS REGARDING THE SALE OF PRODUCTS

1. The Customer or a person authorized by them must inspect at the time of delivery whether the products comply with the Agreement and are free from externally visible damage or defects. Any defects or damages visible or otherwise recognizable at the time of this inspection must be reported to BJA immediately. Insofar as the damage or defects concerned are attributable to BJA, BJA will ensure a remedy as quickly as possible.
2. In the case of defects, damages, or shortcomings that were reasonably invisible or otherwise unrecognisable at the time of delivery, the Customer must notify BJA In Writing and with reasons as soon as possible, and at the latest within seven days after discovery or after they could reasonably have discovered them.
3. Deviating from the provisions of the preceding paragraphs, a Consumer can no longer invoke the fact that a consumer purchase does not comply with the Agreement if they have not complained to BJA within a reasonable period after discovering the defect, whereby a period of two months after discovery is in any case timely.
4. If the Customer fails to complain in time or in accordance with the provisions of the preceding paragraphs, no obligation or liability whatsoever shall arise for BJA from such a complaint by the Customer.
5. Complaints regarding minor deviations in color, wood grain, surface structure, gloss level, pattern, texture, or other visual or aesthetic properties of natural, hand-processed, or customized materials, including wood, paint, oil, textured paint, metal parts, and comparable materials, do not entitle the Customer to repair, replacement, dissolution, price reduction, or compensation, provided that these deviations are to be regarded as customary or subordinate according to objective standards and are inherent to the nature of the material, the chosen finish, or the manual production process.
6. Sufficing the nature of the Agreement, it will be assessed whether the delivered items comply with the technical and aesthetic specifications expressly agreed in writing, without prejudice to the nature and characteristics of natural or hand-processed materials.
7. The provisions of paragraphs 5 and 6 do not affect the rights of a Consumer in the event of non-conformity, insofar as mandatory law dictates otherwise.

ARTICLE 11. | INSPECTION AND COMPLAINTS REGARDING THE EXECUTION OF WORKS

1. Upon return of the item on which the work was performed, the Customer must immediately inspect whether the work has been properly executed. Furthermore, the Customer must check immediately upon return of the item whether any damage occurred to the item during the period it was accommodated with BJA. Complaints in this regard must be reported to BJA immediately upon return of the item. In the event of such damage, the

Customer must prove that this damage was not yet present at the time the item was made available prior to the start of the work.

2. If the Customer fails to complain in time, no obligation or liability whatsoever shall arise for BJA from such a complaint, unless mandatory law dictates otherwise in favor of the Consumer.

3. Even if the Customer complains in time, the Customer's obligation to pay the agreed price in time remains intact, unless mandatory law dictates otherwise in favor of the Consumer.

ARTICLE 12. | WARRANTY AND CONFORMITY

1. A warranty on work executed by or on behalf of BJA or products delivered is only granted if and to the extent expressly agreed In Writing. If no express and Written warranty has been agreed, no warranty is provided.

2. The provisions of the previous paragraph apply on the condition that a warranty granted by BJA does not limit the mandatory legal rights and claims that Consumers can assert against BJA under a consumer purchase.

3. Towards Customers who are not Consumers, Articles 7:17 et seq. of the Dutch Civil Code (BW) are excluded.

4. A claim based on non-conformity or any warranty granted by BJA expires in any case if the Customer or a third party – other than by order of BJA – executes or has executed work on the (delivered) item, unless mandatory law opposes this. All repair requests and issues must be reported and handled through BJA.

5. Under any warranty, non-conformity, or for any other reason, BJA is not liable for defects in the (delivered) item that are the result of an external cause acting after delivery or any other circumstance not attributable to BJA. This includes, but is not limited to: natural wear and tear, external damage, improper or unwise use, use contrary to the user instructions or directives provided by or on behalf of BJA, incorrect connection of cables or other components, faulty combination with third-party equipment, careless handling of sensitive parts such as tonearms and bearings, manual stopping or braking of moving parts, overheating due to incorrect operation, transport damage after delivery, and changes made to or in connection with the delivered item.

6. Under any warranty, non-conformity, or for any other reason, BJA is likewise not liable if defects or damages result from pre-existing defects, age, wear and tear, or material properties of items or parts provided by the Customer or accepted for overhauling, including vintage parts.

7. Under any warranty, non-conformity, or for any other reason, BJA is likewise not liable with regard to wear parts, unless mandatory law dictates otherwise.

8. For a valid appeal to non-conformity or warranty, the Customer must complain to BJA in time and in accordance with the provisions of Article 10 or Article 11.

ARTICLE 13. | FORCE MAJEURE

1. BJA is not obliged to fulfill any obligation under the Agreement if and as long as he is prevented from doing so by a circumstance that cannot be attributed to him under the law, a legal act, or prevailing social practice (force majeure). Force majeure includes, in addition to what is understood in legislation and jurisprudence, all external causes over which BJA has no influence and which make the further fulfillment of the Agreement impossible or seriously difficult, including: fire, flooding, epidemics, riots, civil commotion, terrorism, war, threat of war, transport problems, lack of required materials, breakdowns of tools, delays at suppliers, and defects of third parties engaged by him that are not attributable to BJA.
2. If the force majeure situation makes fulfillment of the Agreement permanently impossible or lasts or will last for more than three months, the Parties are entitled to dissolve the Agreement with immediate effect.
3. If, upon the occurrence of the force majeure situation, BJA has already partially fulfilled his obligations or can only partially fulfill his obligations, BJA is entitled to invoice the part already executed or the part still executable separately, as if it were an independent agreement.
4. Damages resulting from force majeure are, without prejudice to the provisions of the previous paragraph, never eligible for compensation.

ARTICLE 14. | SUSPENSION AND DISSOLUTION (TERMINATION)

1. BJA is authorized to suspend the further execution of the Agreement if and as long as the Customer fails to fulfill their obligations already due under the Agreement, including the provisions in these General Terms and Conditions.
2. BJA is authorized to dissolve the Agreement in whole or in part with immediate effect if the Customer fails to fulfill their obligations under the Agreement, fails to do so in time, or fails to do so completely. If fulfillment of the Customer's obligations in respect of which they are in default is not permanently impossible, the power to dissolve only arises after the Customer has been given notice of default in writing by BJA, stating a reasonable period within which the Customer can still fulfill their obligations, and fulfillment remains absent after the expiry of this latter period. The provision of the previous sentence does not apply if BJA must conclude from a statement by the Customer that the Customer will permanently fail to comply with the fulfillment.
3. The provisions in the two preceding paragraphs apply unless the Customer's shortcoming reasonably does not justify this suspension or dissolution with its consequences given its specific nature or minor importance.
4. Provided that the Customer has not yet fully fulfilled their payment obligations towards BJA, BJA is entitled to dissolve the Agreement in whole or in part with immediate effect if the Customer is bankrupt, has applied for a provisional moratorium (suspension of payments), a seizure of their assets is in place, or they can otherwise no longer freely dispose of their assets.
5. Furthermore, BJA is entitled to dissolve the Agreement in whole or in part if circumstances arise of such a nature that fulfillment of the Agreement is impossible or the unaltered maintenance of it cannot reasonably be required of him.

6. The Customer is never entitled to any form of compensation in connection with the right of suspension and/or dissolution exercised by BJA on the basis of this article.
7. If the reason that led to the suspension or dissolution of the Agreement can be attributed to the Customer, BJA is entitled to compensation from the Customer for the damage BJA suffers as a result.
8. If BJA dissolves the Agreement on the basis of this article, any remaining claims against the Customer are immediately due.

ARTICLE 15. | PRICES, DOWN PAYMENT, PAYMENT, AND INVOICING

1. Unless expressly agreed otherwise In Writing, all amounts stated by BJA and owed by the Customer are exclusive of VAT. However, an offer directed at Consumers shows the amounts (also) inclusive of VAT.
2. The prices offered by BJA are based on the facts and circumstances known to him at the time of the offer to the Customer. If price increases in cost-determining factors occur between the time the agreement is concluded and its execution, such as increases in purchase prices or transport costs, BJA is entitled to pass these price increases on to the Customer, with the proviso that a Consumer is entitled to dissolve the Agreement for this reason if the price increase takes place within three months after the Agreement is concluded and BJA nevertheless expressly indicates that he does not wish to perform the Agreement under the originally agreed price conditions. The Consumer's power to dissolve the Agreement does not apply if the price increase is the result of increases in VAT or other government levies.
3. Without prejudice to what may have been expressly agreed In Writing in this regard, BJA is entitled to require full or partial advance payment. If the Customer is a Consumer in a consumer purchase, BJA will not oblige the Consumer to make an advance payment of more than 50% of the purchase price of the products.
4. In the event of full or partial advance payment, BJA is only obliged to execute the Agreement after the advance payment has been received by BJA.
5. Payments must be made in the manner indicated by BJA and exclusively by bank transfer within 14 days of the invoice date, unless another period or payment arrangement has been expressly made In Writing. The remaining balance of the agreed price must be paid before or upon delivery, unless expressly agreed otherwise In Writing.
6. Payment must be made without any appeal to suspension or offsetting, insofar as the law does not zwingend oppose this in favor of the Consumer.
7. BJA is entitled to send invoices to the Customer exclusively by email.
8. If the Customer liquidates their business or transfers it to a third party, is bankrupt, applies for a provisional moratorium, a seizure of their assets is in place, or they can otherwise no longer freely dispose of their assets, the claims against the Customer are immediately due.
9. If timely payment is not made, the Customer's default occurs by operation of law. From the day the Customer's default commences, the Customer owes interest on the outstanding amount at a rate of 2% per month, whereby part of a month is counted as a full month. Diverging from the previous sentence, instead of

the contractual interest mentioned there, the statutory interest rate applicable at the time of the payment default shall apply if the Customer is a Consumer. However, towards Consumers, default only occurs after the Consumer has been reminded In Writing and free of charge after the failure to pay, giving them a period of 14 days to make the payment nonetheless, and the payment remains absent within this period.

10. All reasonable costs, such as judicial, extrajudicial, and enforcement costs, incurred to obtain the amounts owed by the Customer, shall be borne by the Customer. Towards Consumers, extrajudicial collection costs will not be charged contrary to the Collection Costs Act (*Wet Incassokosten*).

ARTICLE 16. | LIABILITY AND INDEMNIFICATION

1. The Customer bears the damage caused by inaccuracies in the data provided by the Customer, any other breach of duty in fulfilling the Customer's obligations arising from the law or the Agreement, as well as any other circumstance that cannot be attributed to BJA.

2. BJA is not liable for damages resulting from defects, technical, constructive, or material shortcomings, hidden defects, age, wear and tear, previous faulty repairs, incompatibility of components, properties of natural materials, or other circumstances that were already present before the start of the work, were not caused by BJA, and over which BJA has no decisive influence. This also applies if these circumstances only come to light during or after the execution of the work, unless the damage is the result of a breach of duty attributable to BJA in the execution of the work.

3. BJA is never liable for damages resulting from incorrect or improper use of the (delivered) item, which also includes the incorrect connection of cables or other components, the faulty combination with third-party equipment, the careless operation of sensitive parts such as tonearms and bearings, the manual stopping or braking of moving parts, overheating due to incorrect operation, and use contrary to the instructions given by or on behalf of BJA.

4. BJA's liability for indirect damage, consequential damage, lost profit, lost savings, lost income, loss of turnover, stagnation damage, reduced goodwill, damage due to business interruption, damage to other equipment of the Customer or third parties, and all forms of damage other than those mentioned in the following paragraph, on whatever legal ground, is excluded.

5. The limitations of liability of BJA contained in these General Terms and Conditions do not apply if the damage is due to intent or deliberate recklessness on the part of BJA. BJA can, taking into account the limitation mentioned in the following paragraph, exclusively be held liable for direct damage attributable to him. Direct damage is understood to mean exclusively:

- reasonable costs to establish the cause and scope of the damage, provided that the determination relates to damage within the meaning of these General Terms and Conditions;
- any reasonable costs necessary to make BJA's defective performance comply with the agreement;
- reasonable costs incurred to prevent or limit damage, provided that the Customer proves that these costs led to a limitation of direct damage within the meaning of these General Terms and Conditions.

6. Should liability for damages rest on BJA notwithstanding the provisions in the remainder of these General Terms and Conditions, this liability is limited to the repair or replacement of the product concerned or the proper execution of the work. If repair, replacement, or subsequent proper execution of the work is not possible or demonstrably pointless, BJA's liability is limited to the invoice value of the Agreement, or at least to that part of the Agreement to which BJA's liability relates. In no case shall BJA's liability exceed the amount actually paid out in the respective case under the liability insurance concluded by BJA, plus any deductible of BJA applicable under that insurance.

7. In the case of a consumer purchase, the limitations of this article do not go further than is permitted under Article 7:24 paragraph 2 of the Dutch Civil Code.

8. Without prejudice to the limitation periods within the meaning of Article 10 and Article 11, the limitation period for all legal claims against BJA is 12 months after the occurrence of this claim. Diverging from the previous sentence, legal claims and defenses of Consumers based on facts that would justify the assertion that a consumer purchase does not comply with the Agreement shall expire after two years.

9. The Customer indemnifies BJA against any claims by third parties who suffer damage in connection with the execution of the Agreement and whose cause is attributable to persons other than BJA. Should BJA be held liable by third parties for this reason, the Customer is obliged to support BJA both extrajudicially and judicially and to do immediately everything that can reasonably be expected of them in that case. Should the Customer fail to take appropriate measures, BJA is entitled to proceed to do so himself without notice of default. All costs and damages incurred by BJA and third parties as a result shall be borne entirely by and at the risk of the Customer.

ARTICLE 17. | RETENTION OF TITLE

1. All products remain the property of BJA until the Customer has properly fulfilled all their payment obligations under the relevant Agreement, as well as under any previous or subsequent related agreements, to the extent permitted by law.

2. The Customer is prohibited from selling, pledging, or otherwise encumbering the products subject to retention of title.

3. The Customer is obliged to store the products subject to retention of title with the necessary care and as recognizable property of BJA.

4. If third parties seize the products subject to retention of title or want to establish or assert rights over them, the Customer is obliged to inform BJA of this as quickly as possible.

5. The Customer grants BJA or third parties designated by BJA irrevocable permission to enter all places where the products subject to retention of title are located. BJA is entitled, in the event of default by the Customer, to take back the products meant here. All associated reasonable costs shall be borne by the Customer.

6. If the Customer has fulfilled their obligations after the products have been delivered to them by BJA, the retention of title on these products revives if the Customer fails to fulfill their obligations under an agreement concluded later.

ARTICLE 18. | RIGHT OF RETENTION (RETENTIERECHT)

BJA is authorized to suspend the fulfillment of the obligation to hand over the item that BJA has in his possession within the framework of the Agreement until the due claim of BJA with regard to the work has been paid in full, including any interest and costs.

ARTICLE 19. | FINAL PROVISIONS

1. BJA is entitled at any time to transfer his rights and obligations under the Agreement to a third party, for example in the event of a change in his legal form.
2. Every Agreement and all resulting legal relationships between the Parties shall be governed exclusively by Dutch law.
3. The Parties will only appeal to the court after they have made maximum efforts to settle the dispute in mutual consultation.
4. Exclusively the competent judge within the district of the Midden-Nederland Court shall be designated in first instance to take note of any legal disputes between the Parties, without prejudice to BJA's right to choose another judge competent according to the law. A Consumer is, however, entitled to choose the judge competent according to the law within one month after BJA has announced In Writing that he wishes to litigate before the judge chosen by him.