

General Terms and Conditions Aanbestedingskalender B.V.

1. Definitions

For the purpose of these General Terms and Conditions, the following is understood as:

(the) Aanbestedingskalender : The web application www.aanbestedingskalender.nl, as well as the communication and transaction options included in or related to it, as well as the ABK Extra, ABK Premium, ABK Light, ABK Business Profiles, ABK Business Profiles Pro, PolicyFlow, Procurement Basis, and Procurement Premium licences, with which users can (also) post tendering procedures and/or take note of posted announcements and/or submit a tender to the same electronically.

Aanbestedingskalender B.V.: The private limited company Aanbestedingskalender B.V., having its corporate seat and its place of business at the Bergpoortstraat 71 in (7411 CL) Deventer, registered in the trade register of the Chamber of Commerce under number 56807554.

Data: Any and all data of the user that are processed whilst making use of the Aanbestedingskalender.

User : the customer or anyone other related cooperate party with username and password within the meaning of Section 231 of Book 6 of the Dutch Civil Code who uses the services of Aanbestedingskalender.

Awarding Authority: An awarding authority as intended in Section 1.1 of the Dutch Public Procurement Act 2012 or another party that, without being an awarding authority within the meaning of the Dutch Public Procurement Act 2012, voluntarily opts for the award of a contract through a tendering procedure, also user within the meaning of these Terms and Conditions of Use.

Entrepreneur: An entrepreneur, as intended in Section 1.1 of the Dutch Public Procurement Act 2012, also user within the meaning of these Terms and Conditions of Use.

Agreement: Each and every reciprocal acceptance, confirmed orally, in writing or by electronic mail, of delivery of one or more products or services of Aanbestedingskalender B.V. to the user.

2. General provisions

2.1. These General Terms and Conditions are applicable to any and all agreements by and between Aanbestedingskalender B.V. and the user. These General Terms and Conditions are also applicable to any and all other legal relationships between Aanbestedingskalender B.V. and the user.

2.2. The applicability of general terms and conditions of a user are expressly excluded.

2.3. Stipulations that deviate from the provisions set forth in the general terms and conditions are only applicable if and to the extent that they were established in writing and accepted by Aanbestedingskalender B.V. as such.

2.4. In all instances where an agreement with the user comes to an end, these general terms and conditions continue to govern the relationships between the parties to the extent that this is required for the settlement of the said agreement.

2.5. Aanbestedingskalender B.V. is entitled to change these general terms and conditions unilaterally. Changes are also applicable with regard to already concluded agreements. Changes take effect one month after announcement or a further specified date through a written communication or a post on the (web page of) the Aanbestedingskalender B.V. If the user does not want to accept changes in the general terms and conditions then the user shall, up to the time of entry into force of the changes, be entitled to terminate the agreement by registered post effective from the date that the changed general terms and conditions take effect. After the time of entry into force, the user is deemed to have accepted the changes - by operation of law.

3. Proposals and prices

3.1. Proposals made by Aanbestedingskalender B.V. are subject to contract and subject to errors and changes, unless expressly indicated otherwise.

3.2. Any and all prices are exclusive of VAT, unless indicated otherwise.

3.3. Aanbestedingskalender B.V. shall be entitled to increase the prices during the term of an agreement. The annual price increase for any and all products that fall under Aanbestedingskalender B.V. or one of the trade names affiliated with the same amounts to at most 4.4% and shall not apply to a potentially granted discount.

4. Conclusion of an agreement

4.1. The agreement concluded by and between Aanbestedingskalender B.V. and the user is concluded through the registration by the user on the website www.aanbestedingskalender.nl or through the purchase of another product or service that is delivered by Aanbestedingskalender B.V., in the course of which the agreement with regard to ABK Extra, ABK Business Profiles, and ABK Premium is only concluded after receipt by Aanbestedingskalender B.V. of an offer signed and dated by the user. The content of the agreement consists of the registration, the selected subscription form, and potential supplementary written arrangements, and these General Terms and Conditions, which collectively contain the complete representation of the rights and obligations of the parties.

4.2. To the extent that the user is represented, in particular in case of representation of a legal entity and the representative does, consequently, not conclude an agreement with Aanbestedingskalender B.V. in their own name, the said representative must, on demand of Aanbestedingskalender B.V., evidence their authority to perform the said legal act on behalf of the user.

4.3. The user is held to forthwith notify Aanbestedingskalender B.V. in writing of each and every change of address and/or invoicing details. In their relationship with Aanbestedingskalender B.V. the user expressly elects domicile at the address lastly notified in writing to Aanbestedingskalender B.V. by the user.

5. Term and end of the agreement

5.1. The term of the agreement amounts to twelve months or a period as established in the initial agreement signed by the customer. Without notice of termination, the aforementioned agreement is renewed by operation of law by the same term. The agreement can always be terminated by the user in consideration of a notice period of two months prior to the end of the agreement for ABK Business Profiles, PolicyFlow, ABK Extra, and ABK Premium. This must take place by registered letter to Aanbestedingskalender B.V., in the course of which the date when the user sent the notice of termination is qualified as the date of termination.

5.2. The agreement can always be terminated early by Aanbestedingskalender B.V. in consideration of a notice period of three months.

5.3. If the agreement is not terminated in conformity with paragraph 5.1., then the agreement is renewed for the same term.

6. Content of the agreement

6.1. The subscriptions of Aanbestedingskalender B.V. comprise the following.

- ABK Extra and ABK Premium (for contractors):
 - the selection by Aanbestedingskalender B.V. of the published public contracts and private contracts that fall under the sources, functionalities, and regions as included in the invoice;
 - the sending to the user of these selected publications, as soon as possible after the relevant posting on the publication platforms. ABK Business Profiles (for contractors):
 - the creation and maintenance of a business profile on Aanbestedingskalender in order to thus create a better impression for (potential) clients.
 - PolicyFlow (for clients):
 - the use of the PolicyFlow tool in which procurement policy can be included;
 - the subsequent following of the process within the tool in order to determine, inter alia, whether a call for tenders is required and whether (simple or extended) private procurement is permitted. Procurement Premium and Procurement Basis (for clients):
 - the use of any and all functionalities of the procurement tool of Aanbestedingskalender with which tenders can be issued.
- 6.2. The user can always request Aanbestedingskalender B.V. for an expansion with regard to the sources, functionalities, regions and/or licences of their subscription. The potential additional expenses that are associated with this kind of expansion shall be charged to the user by Aanbestedingskalender B.V. on the basis of the then applicable rate.
- The Aanbestedingskalender comprises applications and possibilities to carry out and/or follow a tendering procedure electronically. The Aanbestedingskalender also comprises information to inform and support users in the use of the Aanbestedingskalender. Aanbestedingskalender B.V. has, in relation to the user, only a facilitating role and is not a party to the agreements that are concluded because users find each other as described above.
- 6.4. Users are personally responsible for the correctness, completeness, and accuracy of the data and information that they include (have included) in the Aanbestedingskalender or included (had included) earlier.
- To prevent the Awarding Authority from inspecting the data or documents that are made available by the Entrepreneurs in view of a registration or tender for a contract, prior to the time established for it, the said data and documents are stored in a safe on the server of Aanbestedingskalender. Entrepreneurs can no longer change these data or documents after the submission of the registration or tender. They can, however, revoke the registration or tender and submit a new registration or tender to the safe prior to the closing date. Registrations and tenders are only made available to the relevant Awarding Authority after the previously announced closing date.

6.6. Aanbestedingskalender B.V. does not provide individual recommendations: each and every Awarding Authority makes its own choices when posting tendering procedures on the Aanbestedingskalender and each and every Entrepreneur decides autonomously and at their own risk and expense to register for tendering procedures.

6.7. Aanbestedingskalender B.V. depends, for a part of the products and services that are delivered by the same, on the cooperation, services, and deliveries of third parties (telecommunications companies, cable operators, internet service providers, etc.).

6.8. Aanbestedingskalender B.V. is entitled to hire third parties during the performance of its obligations.

6.9. The user exclusively relies on the possibilities of Aanbestedingskalender in an appropriate manner and does, through their conduct, not oppose a correct course of a tendering procedure.

7. Indemnification

7.1. Aanbestedingskalender has no control over the content or the use of data in a tendering procedure. The user therefore guarantees Aanbestedingskalender B.V. that the materials and/or files that the user makes available to Aanbestedingskalender B.V. for publication do by no means infringe any rights of third parties. The user indemnifies Aanbestedingskalender B.V. against these kinds of claims of third parties.

7.2. Aanbestedingskalender contains many links to other websites (e.g. by means of hyper links or buttons). Aanbestedingskalender has no influence on the content of the said sites and shall not be responsible for the relevant content.

8. Technical implementation

8.1. The Aanbestedingskalender uses links to posts of other publication platforms on the site. Aanbestedingskalender B.V. shall make an effort to, in case of a

defect in or to the same, remedy the said link as soon as possible.

8.2. Aanbestedingskalender B.V. shall always be entitled to change the equipment, software, and method used by the same. Aanbestedingskalender B.V. is moreover entitled to, in the context of (replacement) maintenance, decommission its (computer) systems either in whole or in part during a limited period of time. 8.3. Aanbestedingskalender shall inform users as much as possible in a timely fashion of a proposed decommissioning.

Aanbestedingskalender B.V. is entitled to change access codes and the user name(s) of the user, with the understanding that these changes are communicated to the user before they take effect.

9. Confidentiality of data

9.1. Awarding Authorities are, in pursuance of the procurement regulations, required to handle the data that Entrepreneurs make available in the context of a tendering procedure confidentially. Aanbestedingskalender cannot assess the confidentiality of the said data and can therefore not bear any responsibility whatsoever in the event that the confidentiality of data is violated by a user.

10. User rights

10.1. The user is only entitled to use the services delivered to the same by Aanbestedingskalender B.V., if and to the extent that they (the user) comply with their obligations in a timely and complete fashion.

10.2. Unless determined otherwise in writing, the user can only use the delivered services for the benefit of themselves or their own organisation. A user of a Procurement Basis, Procurement Premium, PolicyFlow, ABK Business Profiles, ABK Light, ABK Extra and/or ABK Premium licence can neither manipulate nor use the sent data for the creation of publications and/or services that can, in any way whatsoever, compete or interfere with publications and/or services that are already being delivered or that shall be delivered in the future by Aanbestedingskalender B.V. The sent data can only be used for internal use by the subscriber within their business and only by the "single user" as follows from and stipulated in the subscription formula selected by the subscriber. The subscriber must obtain a licence for each and every "single user". A licence cannot be shared (e.g. through a distribution list by email or via other programs) or simultaneously be used on various computers. Only persons who are employed within the business of the subscriber can be designated as a "single user" and can, consequently, lawfully use the licences obtained by the subscriber. The sent data can by no means be used by or sold / transferred to a third party. Aanbestedingskalender B.V. is entitled to request the list of persons who obtain access to the electronic information from the subscriber and check the same.

10.3. If the user uses the delivered services in violation of the granted user rights, without written consent of Aanbestedingskalender B.V., then Aanbestedingskalender B.V. shall be entitled to a compensation of ten times the usual fee for the said use, with a minimum of €500.00 (in words: five hundred euros), without prejudice to the right of Aanbestedingskalender B.V. to, in addition, claim the full damages incurred by the same.

The user must observe confidentiality with regard to user name(s) and access codes sent to the user and must secure them effectively. The user shall be liable for the use of the user name(s).

10.4. Users ensure that the use of the access tools granted to them exclusively takes place by the persons who were authorised by them to perform one or more tasks within the Aanbestedingskalender and to bind them as the Awarding Authority or as the Entrepreneur. Aanbestedingskalender neither influences nor checks the authorisations that are granted to users within the organisation of the Awarding Authority or an Entrepreneur to perform tasks within the Aanbestedingskalender as the Awarding Authority or as the Entrepreneur.

11. Burden and use of systems

11.1. The user is responsible for the configuration of their own firewall, anti-virus, and anti-spam software in order that electronic information, sent by Aanbestedingskalender B.V. in the context of the agreement, is received. Aanbestedingskalender B.V. shall not be responsible for improper or failing receipt beyond its control by the user of the aforementioned electronic information.

11.2. The user provides for the following configuration of their system:

- JavaScript and cookies have been activated;
- Pop-ups are permitted;

We guarantee the operation of our platform on the latest version of the following browsers: Chrome, Firefox, Edge.

11.3. Aanbestedingskalender B.V. is able to provide access to and/or send large to very large files. In the event that the electronic infrastructure of the users is not suitable to send or receive the said very large files then this shall be at the risk and expense of the user. Aanbestedingskalender B.V. shall not be liable for damages that arise as a result of the fact that a file sent through the Aanbestedingskalender is not received by the user.

11.4. The user shall refrain from acts of which they know or should know that they shall burden the system of Aanbestedingskalender B.V. unreasonably heavily.

11.5. It is not allowed to use the connections and systems of Aanbestedingskalender B.V. for acts and/or operations and/or publications that are in violation of the law, common decency, public order, netiquette, and these General

Terms and Conditions. This includes, but is not limited to, spamming (intentionally distributing unsolicited emails at a large scale) infringing copyright protected works or otherwise acting in violation of the intellectual property rights of third parties, distributing child pornography, sexual intimidation, discrimination, coercion or otherwise harassing persons, penetrating other computers on the internet without consent (hacking) in the course of which the user breaks a security and/or gains access through a technical intervention with

the assistance of false signals and/or false keys or by adopting a false capacity.

11.6. If failures occur in the systems of Aanbestedingskalender B.V. due to the user then Aanbestedingskalender B.V. shall be entitled to suspend or terminate its services either in whole or in part and/or to terminate the conduct of the user that causes the failure, without being liable to pay compensation for the same.

11.7. In the aforementioned instances, Aanbestedingskalender B.V. shall be entitled to block or delete the registration of the user for any and all use without a prior warning and without stating reasons with immediate effect.

12. Intellectual property rights

12.1. The (intellectual property) rights with regard to the Aanbestedingskalender, including the rights to texts, images, design, data files, photos, and other (still and/or moving) visual material, audio material, formats, software, brands (including the trade name Aanbestedingskalender.nl and the domain name www.aanbestedingskalender.nl), and other materials, are vested in Aanbestedingskalender B.V.

12.2. The use of the figurative mark and logo of the Aanbestedingskalender.nl is only permitted after prior written consent has been obtained from Aanbestedingskalender B.V.

12.3. It is not allowed to reproduce, duplicate, copy, sell, resell or exploit the Aanbestedingskalender or the content of the same, or the services offered via Aanbestedingskalender B.V.

12.4. The (intellectual property) rights of the users in respect of documents, information or designs that are made available via Aanbestedingskalender B.V. shall remain the property of the users.

12.5. The user hereby grants Aanbestedingskalender B.V. a non-exclusive and unlimited user licence regarding the IP. The said licence is granted for an open term.

12.6. The parties agree that Aanbestedingskalender B.V. is and remains the beneficiary of the (intellectual property) rights that are established on the Data entered by the Users when using the Aanbestedingskalender B.V. or supplied for the benefit of the Aanbestedingskalender B.V.

12.7. To the extent that (intellectual property) rights are established on the Data, the parties agree that Aanbestedingskalender B.V. is and remains the beneficiary of any and all entered or supplied data and that the (rights to the) Data shall never be vested in the user.

12.8. An infringement of the said intellectual property rights results in an immediately claimable penalty for the benefit of Aanbestedingskalender B.V. of €20,000.00 per violation and an amount of €1,000.00 per day that the violation continues, without prejudice to the right of Aanbestedingskalender B.V. to, in addition, claim full damages.

13. Payments

13.1. Aanbestedingskalender B.V. invoices on the basis of a subscription per annum or per the period stipulated in the signed offer, in advance from the moment of registration. Separate announcements or products and services that are purchased once-only are invoiced immediately after award of the contract.

13.2. Complaints about invoices must be submitted within 8 days after despatch of the invoice. Complaints do not lead to suspension of the payment obligation of the user. After the expiry of the said time limit the user is deemed to agree with the received invoice.

13.3. The user pays within the time limit that is mentioned on the invoice or that was specifically and bilaterally negotiated in writing. If a payment term is not mentioned then payment by the user shall take place within thirty (30) days after the date of the invoice.

13.4. Payment takes place without discount or settlement. The user is not entitled to suspend their payment in the event that the user has or alleges to have a claim in respect of Aanbestedingskalender B.V. Each and every reliance by the user on settlement with a claim in respect of Aanbestedingskalender B.V. is excluded.

13.5. Payments are always first applied to settlement of outstanding interest and costs and then to due and payable invoices that have been outstanding the longest, even if the user indicates that the payment is related to a later invoice.

13.6. In case of failing (late) payment the user shall, without a further notice of default being required, be in default.

13.7. If the user is in default on the due date then the following provisions are applicable without a notice of default being required: the user shall be liable to pay interest at a rate of 2% per month; moreover, the payable licence royalties shall be increased by 10% of the value of the agreement, with a minimum of €60.00, without prejudice to the right of Aanbestedingskalender B.V. to, in addition, claim full damages.

13.8. If Aanbestedingskalender B.V. had to incur more expenses, which expenses Aanbestedingskalender B.V. could reasonably incur, that exceed the collection costs as intended in the previous paragraph, then the user must also pay the said expenses to Aanbestedingskalender B.V.

13.9. Aanbestedingskalender B.V. shall always be entitled to suspend or discontinue the services, or to render the product in question unusable, if the User fails to pay the invoices. Potential resumption of the services shall only take place after the full outstanding amount has been paid, including additional expenses. Suspension or discontinuation of the services shall not release the user from their obligation to pay the outstanding invoice(s) to Aanbestedingskalender B.V.

13.10. Aanbestedingskalender B.V. refunds the amount paid by the user for the ABK Premium licence for a certain source if the following conditions are met:

- Aanbestedingskalender B.V. failed to notify the user of a public contract that was published in the following publication journals and/or on the following publication platforms:

- a) At the European level: the European Publication Journal, supplement S
- b) For the Netherlands: TenderNed, Aanbestedingskalender
- c) For Belgium: The Bulletin of Tenders
- d) For France: le Bulletin Officiel des Annonces de Marchés Publics;
- the relevant public contract falls under the stipulated activity codes, sources, functionalities, and regions;
- the user reports the said situation to Aanbestedingskalender B.V. by registered letter within one month after the publication of the relevant public contract in the relevant publication journal. This clause is not applicable if the user only search with keywords instead of activity codes, if the user only search with your search profile in the archive and/or if the user personally changed the search profile as a result of which the relevant publication was missed.

14. Liability

14.1. During the implementation of the agreement Aanbestedingskalender B.V. shall be subject to a best efforts obligation.

14.2. Although the Aanbestedingskalender is composed with the utmost care, it may nonetheless occur that the Aanbestedingskalender contains errors or that incorrect or incomplete information is provided in / via the Aanbestedingskalender Aanbestedingskalender B.V. shall not be liable for damages as a result of these kinds of errors or for the incorrectness and/or incompleteness of the offered information. Hence, Aanbestedingskalender B.V. does not accept any liability whatsoever for damages, of any nature whatsoever, that are the result of acts and/or decisions that are based on the said information.

14.3. Aanbestedingskalender B.V. cannot be held liable for damages in any form whatsoever caused by the sending of confidential or secret information. Aanbestedingskalender B.V. shall not be liable for security or abuse by third parties of the data that are being stored.

14.4. Aanbestedingskalender B.V. shall not be liable for the direct or indirect consequences or potential damages of users and/or third parties resulting from the (temporary) unavailability of the website or the website temporarily being offline due to maintenance, the presence of (temporary) bugs in the Aanbestedingskalender, the occurrence of miscommunication between the user and the Aanbestedingskalender, the change or the termination of the Aanbestedingskalender, due to any cause whatsoever, barring as a result of intent and gross negligence on the part of Aanbestedingskalender B.V.

14.5. The Aanbestedingskalender contains information that originates from users, official authorities, and third parties. In addition, users, official authorities, and third parties can send information via the Aanbestedingskalender. Aanbestedingskalender B.V. shall not be liable for the content of the said information. Aanbestedingskalender B.V. shall, moreover, not be liable for the incorrectness or incompleteness of the said information.

14.6. Aanbestedingskalender B.V. can never be held liable or responsible for contacts, agreements or services that may occur between the parties via the Aanbestedingskalender.

14.7. Use of the Aanbestedingskalender shall by no means release the user from the obligation to act in accordance with the legislation and regulations in the area of procurement law and personal data protection.

14.8. Any and all communication between the computer of the user and Aanbestedingskalender B.V. is encrypted. Nonetheless, it cannot be guaranteed that third parties are not able to intercept the messages. The chance that third parties can also comprehend the content is extremely low but cannot be excluded 100%. Aanbestedingskalender B.V. is not responsible for potential damages that occur due to abuse by third parties.

14.9. The liability of Aanbestedingskalender B.V. for damages that derive directly from the use or the inability to use the Aanbestedingskalender B.V. shall be limited to an amount of €200.00 per user per calendar year. Beyond the said amount, Aanbestedingskalender B.V. and any and all companies affiliated with the same, their administrators, directors, staff, shareholders, contracting parties or agents exclude any form of liability and responsibility for amounts or damages incurred by a user or a third party through the use or the inability to use the Aanbestedingskalender. This restriction is applicable irrespective of the damages originating from an unlawful act (including negligence, without restriction) or from an agreement.

14.10. If, without prejudice to the provisions set forth in the previous paragraph, liability of Aanbestedingskalender B.V. is assumed then it shall always be limited to the amount that was invoiced to the customer for the said services.

14.11. Aanbestedingskalender B.V. shall never be liable for indirect or consequential damages (e.g. lost profit, turnover, income) incurred by the user and shall therefore not be held to pay compensation for these kinds of damages. The user is expressly personally liable for the use of their connection and any and all damages that they incur or may incur in connection therewith.

14.12. Aanbestedingskalender B.V. shall never be liable for the late or incorrect registration for a call for tenders / contract via Aanbestedingskalender.nl by the user / tenderer.

15. Suspension and rescission

15.1. Each and every shortcoming of the user shall entitle Aanbestedingskalender B.V. to suspend its obligations. During the period that Aanbestedingskalender B.V. exercises its rights as intended in the previous sentence the user shall be required to comply with their obligations.

15.2. In case of late payment of an invoice Aanbestedingskalender B.V. can rescind the agreement, in which instance the user remains liable to pay the stipulated fee by operation of law and without a notice of default, increased by the amount as intended in article 13.8 of these general terms and conditions.

15.3. Aanbestedingskalender B.V. can rescind this agreement without a notice of default or judicial intervention if:

- a. The user is declared to be bankrupt / insolvent;
 - b. The user applies for or is granted suspension of payment;
 - c. The user loses the ability to freely dispose of their assets or a substantial part of the same due to an attachment or otherwise;
 - d. Aanbestedingskalender B.V. has well-founded reasons to doubt the ability of the client to comply with their obligations (in a timely fashion).
- 15.4. Following the rescission, the claims of Aanbestedingskalender B.V. immediately fall due and the granted user rights expire.

16. Transferability

16.1. The rights and obligations pursuant to these general terms and conditions and the agreement concluded by and between the parties cannot be delivered or transferred by the user to a third party.

16.2. The rights and obligations pursuant to these general terms and conditions and the agreement concluded by and between the parties can be delivered or transferred by Aanbestedingskalender B.V. to a third party without the consent of the user.

17. Force majeure

17.1. If Aanbestedingskalender B.V. can, whether or not temporarily, not comply with an essential part of its obligations and this cannot be blamed on the same, and should neither be at its expense by law or generally accepted practice, including but not limited to sickness and/or absence of employees who are essential for the delivery of services, defective equipment or facilities, including telecommunications facilities, industrial action, riots, hacking, computer intrusions, official measures, fire, natural disasters, flooding, wilful damage, and the like, then each of the parties shall, if the said situation has continued for at least fourteen (14) days, be entitled to rescind the agreement, without the user being entitled to compensation for any damages in connection with the said rescission. In case of rescission on this ground, the User shall be held to compensate Aanbestedingskalender B.V. for the expenses that the latter has meanwhile incurred.

18. Evidence

18.1. The log files and the other, whether or not electronic, administration of Aanbestedingskalender B.V. shall provide complete evidence of the positions of Aanbestedingskalender B.V., barring evidence to the contrary.

19. Final provisions

19.1. Dutch law is applicable to any and all agreements by and between Aanbestedingskalender B.V. and the Users.

19.2. Any and all potential disputes that derive from the agreements and proposals as intended in the previous paragraph shall be brought to the cognisance of a competent court of the District Court in Amsterdam, unless Aanbestedingskalender B.V. opts to bring a dispute to the cognisance of a different competent court.

19.3. If one or more provisions of these general terms and conditions are declared to be inapplicable by judicial ruling or otherwise then this shall not affect the applicability of all other provisions. The parties shall, by way of replacement, establish a new provision (new provisions) that shall, as much as legally permissible, best give substance to the intention of the original agreement.

19.4. As the occasion arises, the User hereby already grants consent to and lends cooperation in a full transfer by Aanbestedingskalender B.V. of the rights and obligations pursuant to the agreement to a third party to the extent that Aanbestedingskalender B.V. guarantees compliance with the agreement with the user.

19.5. The present general terms and conditions are on demand sent by Aanbestedingskalender B.V. free of charge. The general terms and conditions of Aanbestedingskalender B.V. were moreover filed with the Chamber of Commerce.

Version 2.2

May 2022