



GENERAL
TERMS AND
CONDITIONS

The Dutch
Media
Group B.V.

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GENERAL TERMS AND CONDITIONS

THE DUTCH MEDIA GROUP B.V.

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Article 1 - Definitions

The following terms are used in these Terms and Conditions:

- 1.1 "Customer": The natural person, acting in the course of his trade, business, craft or professional activity or legal entity that orders THE DUTCH MEDIA GROUP B.V. to create or execute (a reservation of) airtime (hereinafter also referred to as "Product") in any form and manner whatsoever. If the Customer is a legal entity, in this article Customer shall mean the authorized representatives of the legal entity. The extract from the Chamber of Commerce is leading in this regard.
- 1.2 "THE DUTCH MEDIA GROUP B.V.": The private company with limited liability THE DUTCH MEDIA GROUP B.V. BV, as registered in the trade register under number 70100039 and all its affiliated companies, which have declared these General Terms and Conditions applicable.
- 1.3 "Parties": Customer and THE DUTCH MEDIA GROUP B.V. together.
- 1.4 "Broadcast Time Reservation": The form that THE DUTCH MEDIA GROUP B.V. provides to any Customer who wishes to purchase a Product from THE DUTCH MEDIA GROUP B.V. and to any Customer to whom THE DUTCH MEDIA GROUP B.V. makes an offer to purchase a Product/Service. The Broadcast Time Reservation describes which Product under which additional conditions the Customer is purchasing from THE DUTCH MEDIA GROUP B.V.. The (additional) conditions under which THE DUTCH MEDIA GROUP B.V. will create the Product for the Customer/ supply it to the Customer are also described in more detail in the Reservation of Transmission Time. As soon as the Customer accepts the offer from the Reservation of Transmission Time, a legally valid contract for services is created between the Customer and THE DUTCH MEDIA GROUP B.V. under the terms of these General Terms and Conditions. In such case THE DUTCH MEDIA GROUP B.V. shall be bound to deliver the Product or service, and Customer shall be bound to pay the consideration.
- 1.5 "Assignment purchase Logo projections": The form that THE DUTCH MEDIA GROUP B.V. provides to any Client who wishes to purchase a Logo Projection from THE DUTCH MEDIA GROUP B.V. and to any Client to whom THE DUTCH MEDIA GROUP B.V. makes an offer to purchase Logo Projections. Immediately after the customer accepts the offer from the Logo-Projections order, a legally valid contract is created between the customer and THE DUTCH MEDIA GROUP B.V. subject to these General Terms and Conditions. All provisions in these Terms and Conditions that apply to the Broadcast Time Reservation also apply (if applicable) to the Order purchase Logoprojections.
- 1.6 "Agreement": The Contract of Engagement concluded between the Parties.
- 1.7 "Product": Media Productions in the broadest sense of the word. This includes at least, but not exclusively, an item in a television program, logo projections, reruns, raw footage, drone shots, as well as an advertising campaign. All Productions, work and/or services performed by THE DUTCH MEDIA GROUP B.V. for Customer may be considered as Product.
- 1.8 "General Terms and Conditions" means the present General Terms and Conditions which apply to all quotations, price quotes, rates, proposals and/or Agreements between THE DUTCH MEDIA GROUP B.V. and the Customer.
- 1.9 "Final Product": The broadcasted Product on Television.

Article 2 - Applicability of General Terms and Conditions

- 2.1 These General Terms and Conditions apply to the creation, content and performance of:
 - all oral and written contracts between Customer and THE DUTCH MEDIA GROUP B.V., as well as all whole or partial conclusion and performance thereof;
 - all offers, confirmations, quotations, rates, technical instructions, procedures, letters of intent and undertakings of THE DUTCH MEDIA GROUP B.V. with respect to the Products.
- 2.2 Once these General Terms and Conditions have been declared applicable to a contract between the Customer and THE DUTCH MEDIA GROUP B.V., the Customer agrees to the applicability of these General Terms and Conditions to any subsequent contracts, unless subsequently agreed otherwise in writing.
- 2.3 If THE DUTCH MEDIA GROUP B.V. does not always require strict compliance with these terms and conditions, this shall not mean that the provisions thereof are not applicable or that THE DUTCH MEDIA GROUP B.V. would in any way lose its right to require strict compliance with the provisions of these terms and conditions in other cases.
- 2.4 If one or more provisions of these Terms and Conditions are void or voidable, the remaining provisions of these Terms and Conditions shall remain in effect. The parties will consult with each other to replace the void or voidable General Terms and Conditions with as much connection as possible to the purpose and tenor of the void or voidable condition.
- 2.5 The provisions of article 6:227b paragraph 1 of the Civil Code (information obligations) as well as the provisions of article 6:227c of the Civil Code (formation of an agreement) are excluded and do not apply.

Article 3 – Additional agreements

- 3.1 The Broadcast Time Reservation, together with the General Terms and Conditions and additional agreements, constitutes the entirety of all agreements made between the Customer and THE DUTCH MEDIA GROUP B.V..
- 3.2 An agreement in the Broadcast Time Reservation will only be considered for change or adjustment if THE DUTCH MEDIA GROUP B.V. and the Customer agree to this change in writing. All changes shall require THE DUTCH MEDIA GROUP B.V. written approval before the changes become effective. This written Agreement must clearly identify which agreement in the Broadcast Time Reservation is being amended and the terms of that amendment. This must include the date from which the modified appointment takes effect. Only when these requirements are met will the amended agreement be binding on both Parties.
- 3.3 The Customer has the option at any time after accepting the Broadcast Time Reservation to purchase additional Products (more Products than described in the Broadcast Time Reservation) Once the Customer has notified THE DUTCH MEDIA GROUP B.V. of this, THE DUTCH MEDIA GROUP B.V. will make an offer to the Customer. THE DUTCH MEDIA GROUP B.V. will thereby indicate the conditions (price, delivery, etc.) under which it can supply the additional Products to the Customer. If no special or different conditions for the purchase of the additional Product are mentioned in the offer, the same conditions as included in the Reservation of Transmission Time or in these General Terms and Conditions always apply. If Customer consents to THE DUTCH MEDIA GROUP B.V.' offer for the additional Products, a Contract of Engagement shall be formed with THE DUTCH MEDIA GROUP B.V. for the creation/delivery of such additional Products. The foregoing

shall also apply if THE DUTCH MEDIA GROUP B.V. offers additional Products to the Customer on its own initiative.

Article 4 – Change / cancel filming day

- 4.1 If the Customer wishes to change/cancel a scheduled recording date, Customer shall notify THE DUTCH MEDIA GROUP B.V. immediately, in writing and with reasons by emailing to cs@thedutchmediagroup.nl.
- 4.2 If a recording date is changed/cancelled by the Customer within two (2) calendar weeks before the scheduled recording date, then for a television item of three (3) minutes or less, the Customer shall owe THE DUTCH MEDIA GROUP B.V. an immediately due and payable amount of €750 excluding VAT, unless THE DUTCH MEDIA GROUP B.V. has scheduled the recording date itself within the two (2) week period and THE DUTCH MEDIA GROUP B.V. has not offered the Customer the opportunity to schedule a recording date outside the two (2) week period.
- 4.3 If a recording date is changed/cancelled by the Customer within two (2) calendar weeks before the scheduled recording date, then for a television item of four (4) minutes or less, the Customer shall owe THE DUTCH MEDIA GROUP B.V. an immediately due and payable amount of €1500 excluding VAT, unless THE DUTCH MEDIA GROUP B.V. has scheduled the recording date itself within the two (2) week period and THE DUTCH MEDIA GROUP B.V. has not offered the Customer the opportunity to schedule a recording date outside the two (2) week period.
- 4.4 THE DUTCH MEDIA GROUP B.V. has the right at any time to reschedule/cancel the scheduled recording date without giving reasons. The Customer cannot claim breach of contract and/or dissolution of the Agreement, nor is the Customer entitled to any (damages) compensation if a scheduled recording date is adjusted/cancelled.
- 4.5 If a broadcast date agreed in writing cannot be met because the Client changes/cancels the recording date, the Client shall owe an immediately due and payable amount of €350 excluding VAT for a two (2) minute television item, in addition to the fee from Article 4.2 of these General Terms and Conditions.
- 4.6 If a broadcast date agreed in writing cannot be met because the Client changes/cancels the recording date, the Client shall owe an immediately due and payable amount of €700 excluding VAT for a three (3) minute television item, in addition to the fee from Article 4.3 of these General Terms and Conditions.

Article 5 – Transferability of rights, broadcast time, time and date of broadcast

- 5.1 The Customer may only transfer, assign, pledge or otherwise encumber or assign its rights and/or obligations under the Transmission Time Reservation or portions of that Agreement or other agreements to third parties if THE DUTCH MEDIA GROUP B.V. has given the Customer written consent to do so.
- 5.2 If the reserved Broadcast Time cannot be used for broadcast of the Product, for example - but not limited to - if the Customer fails to cooperate with timely recordings, and/or if the Agreement is cancelled or terminated, THE DUTCH MEDIA GROUP B.V. is free to make the reserved Broadcast Time available to third parties. THE DUTCH MEDIA GROUP B.V. may also exercise this right if the Customer fails to comply with its obligations as set out in the Transmission Time Reservation.
- 5.3 Any notification by THE DUTCH MEDIA GROUP B.V. of a date and/or time when a broadcast is or will be made should be considered an indication and shall never be

considered a definitive date and/or deadline. If, as a result of human and/or technical failure, the broadcast of an item or campaign does not take place at the time originally set - subject to a reasonable margin - Z- WORKS will make every effort to broadcast the item or campaign at a further time, to which a corresponding rate applies. THE DUTCH MEDIA GROUP B.V. shall not be liable for any damages resulting from such shift.

Article 6 – Retention of title

- 6.1 All Products delivered and to be delivered by THE DUTCH MEDIA GROUP B.V. shall remain the exclusive property of THE DUTCH MEDIA GROUP B.V. until such time as Customer has completely fulfilled all of its payment obligations to THE DUTCH MEDIA GROUP B.V. under any contract entered into with THE DUTCH MEDIA GROUP B.V. and all claims THE DUTCH MEDIA GROUP B.V. has or will have against Customer.
- 6.2 Products delivered by THE DUTCH MEDIA GROUP B.V. which are subject to retention of title in accordance with paragraph 1 may not be resold and shall never be used as a means of payment. The Customer is not authorized to pledge or in any other way encumber the Products falling under the retention of title.
- 6.3 The customer shall always do all that may reasonably be expected of it to secure THE DUTCH MEDIA GROUP B.V.' proprietary rights. The Customer shall be obliged to store the Products delivered under reservation of title with due care and as the recognizable property of THE DUTCH MEDIA GROUP B.V..
- 6.4 If third parties levy attachment on the Products delivered subject to retention of title or wish to establish or assert rights to them, Customer shall be obliged to inform THE DUTCH MEDIA GROUP B.V. thereof immediately.
- 6.5 THE DUTCH MEDIA GROUP B.V. shall be entitled to repossess the Products delivered under reservation of title and still held by the Customer if the Customer fails to meet its payment obligations or if a suspension of payments is applied for. Customer hereby gives its unconditional and irrevocable consent in advance to THE DUTCH MEDIA GROUP B.V. and third parties to be appointed by THE DUTCH MEDIA GROUP B.V. to enter all places where THE DUTCH MEDIA GROUP B.V.' property may be located and to repossess such Products. If the Customer fails to cooperate in the performance of THE DUTCH MEDIA GROUP B.V.' ownership, the Customer shall owe a penalty of €1000 per day for as long as the Customer is in default.
- 6.6 THE DUTCH MEDIA GROUP B.V. shall have the right to reclaim and take possession of all Products delivered by it if the Customer files for bankruptcy or is declared bankrupt, applies for or obtains a moratorium, is declared subject to a debt rescheduling arrangement under the Dutch Natural Persons Debt Rescheduling Act or if all or part of its property or assets are seized.
- 6.7 Of all elements that are inserted, implemented and/or integrated into Products or services that according to the Agreement are part of the delivery and of which THE DUTCH MEDIA GROUP B.V. is the intellectual and rightful owner, THE DUTCH MEDIA GROUP B.V. shall - without prejudice to the rights claimed by the Customer - always retain the copyrights and other intellectual property rights, as well as (re)Production rights and other rights of reproduction. However, if these elements contain confidential data made known to THE DUTCH MEDIA GROUP B.V. in writing by Customer, THE DUTCH MEDIA GROUP B.V. shall undertake not to publish or (re)produce them without Customer's consent.

Article 7 – Payment and price

- 7.1 All prices quoted by THE DUTCH MEDIA GROUP B.V. are exclusive of VAT, unless expressly stated otherwise in writing.
- 7.2 Payments, including those in installments, shall be made without any deduction, suspension or set-off no later than ten (10) days after the invoice date, unless otherwise agreed in writing by the Parties.
- 7.3 Payments, including those in installments, must be made at all times prior to the shooting day, unless otherwise agreed in writing. If Customer fails to pay the amount due to THE DUTCH MEDIA GROUP B.V., THE DUTCH MEDIA GROUP B.V. shall be entitled to cancel/reschedule the recording date without Customer's consent in accordance with clause 4.4 of these Terms and Conditions.
- 7.4 If the Customer fails to pay the amount due to THE DUTCH MEDIA GROUP B.V. within the term specified in the Reservation of Transmission Time, or any other term of payment agreed upon in writing, the Customer shall be in default by operation of law. The Customer shall then owe the statutory (commercial) interest.
- 7.5 If the Customer fails to pay the amount due from the Reservation of Broadcasting Time within the agreed period, THE DUTCH MEDIA GROUP B.V. is authorized to transfer the claim to a bailiff.
- 7.6 If the Customer is in default of the (timely) fulfillment of its obligations, all reasonable costs incurred in obtaining satisfaction out of court shall be borne by the Customer. If THE DUTCH MEDIA GROUP B.V. has to take collection measures, the Customer shall owe extrajudicial costs in accordance with the Collection Costs Act. In the case of a commercial agreement as referred to in Article 6:119a paragraph 1 of the Dutch Civil Code, immediately after the due date of the invoice a compensation of costs for extrajudicial settlement of 15% of the amount due, and at least €75.00, shall be payable even before a reminder is sent. Finally, the Customer shall owe all other costs, both extrajudicial and judicial, if THE DUTCH MEDIA GROUP B.V. has to take measures to collect its claim.
- 7.7 Each payment shall first be applied to settle all interest and costs due and secondly to settle the oldest outstanding invoices, regardless of whether the Customer states at the time of payment that this relates to a later invoice.

Article 8 – Cancellation or termination

- 8.1 The Customer may proceed to (conditionally) cancel or terminate the Broadcast Time Reservation or additional Products, subject to the following:
- The cancellation/termination must be made in writing and with reasons by sending an e-mail to **cs@thedutchmediagroup.nl**.
Verbal cancellations/terminations will not be accepted or processed.
- 8.2 In the event of a written cancellation/cancellation by the Customer, the Customer shall be liable to THE DUTCH MEDIA GROUP B.V. for a cancellation fee of 50% of the agreed price as set out in the Broadcast Time Reservation or any other Agreement.
- 8.3 If the Customer cancels the Agreement after a recording/filming has taken place, the Customer shall owe THE DUTCH MEDIA GROUP B.V. a cancellation fee of 100% of the agreed price as included in the Broadcast Time Reservation or any other Agreement.
- 8.4 If the customer does not provide the necessary cooperation and/or does not enable THE DUTCH MEDIA GROUP B.V. to realize the Product and this can be attributed to the

customer, THE DUTCH MEDIA GROUP B.V. shall be entitled to terminate the contract after having given the customer notice of default. If the Customer is in default, the Customer shall owe THE DUTCH MEDIA GROUP B.V. an immediately payable (damage) compensation of 50% of the agreed price as included in the Broadcast Time Reservation or any other Agreement. The (damage) compensation replaces the (already paid or due) agreed price as agreed in the Reservation of Broadcast Time or any other Agreement.

- 8.5 If Customer has already paid all or part of the Price and in the event that THE DUTCH MEDIA GROUP B.V. is subject to a refund obligation due to the cancellation, THE DUTCH MEDIA GROUP B.V. shall refund the amount due to Customer within 30 days of the final cancellation.

Article 9 - Dissolution of the Agreement

- 9.1 The Customer is not permitted to dissolve the agreement in whole or in part extrajudicially.
- 9.2 THE DUTCH MEDIA GROUP B.V. shall have the right to terminate the Contract, in whole or in part, with immediate effect, without further notice of default and without judicial intervention if there is a failure to perform.
- 9.3 If the Agreement is dissolved by THE DUTCH MEDIA GROUP B.V., the Customer whose failure has provided a ground for dissolution shall be obliged to pay THE DUTCH MEDIA GROUP B.V. compensation or damages amounting to 50% of the agreed Price as set out in the Broadcast Time Reservation or any other Agreement. The (damage) compensation replaces the (already paid or due) agreed price as agreed in the Broadcast Time Reservation or any other Agreement.

Article 10 - Force Majeure

- 10.1 If the Customer changes/cancels the recording date within the period of two (2) weeks as stipulated in articles 4.2, 4.3, 4.5 and 4.6 of these General Terms and Conditions, the Customer shall not owe THE DUTCH MEDIA GROUP B.V. any compensation or damages if the Customer can claim force majeure. The Customer is authorized to suspend performance of the Agreement during the period of force majeure. However, Customer shall not be entitled to suspend payment obligations without the express written consent of THE DUTCH MEDIA GROUP B.V.. Force majeure exists in the cases listed in Article 10.2:
- 10.2 Force majeure shall exist on the part of the Customer in the following cases:
- The a customer is granted suspension of payment;
 - Mandatory government measures;
 - The Customer is in a state of bankruptcy;
 - Death of Customer and/or death of first and second degree relatives of the Customer.
 - (Major) Fire, war and danger of war, natural disaster;
- 10.3 In any case, not limitative, the Customer cannot invoke force majeure in the following cases:
- Payment problems and inability to pay;
 - Uncompulsory government measures, such as (urgent) counseling, working from home, etc;
 - (Possible) illness of the Customer and/or of the Customer's staff/assigned third parties/subordinates;
 - Failure to obtain the (required) permission/license to film at a particular location;
 - Force majeure at third parties engaged by the Customer;
 - Weather conditions (unfavorable to the customer);
 - Business and technical malfunctions within the Customer's business/recording location;
- 10.4 THE DUTCH MEDIA GROUP B.V. shall not be obliged to perform any of its obligations under a Contract if it is prevented from doing so as a result of a circumstance that is not its fault and for which it cannot be held accountable by virtue of law, legal act or generally accepted practice.
- 10.5 In addition to the provisions of the law, case law and generally accepted practice in this area, force majeure shall in these General Terms and Conditions furthermore be understood to be any external cause, foreseen or unforeseen, over which THE DUTCH MEDIA GROUP B.V. has no control, but which prevents THE DUTCH MEDIA GROUP B.V., whether temporarily or not, from fulfilling its obligations. Force majeure shall include, but not be limited to, riots, strikes, lockouts, transportation difficulties, fire, operational and technical failures at the office or at the external parties engaged by THE DUTCH MEDIA GROUP B.V., (temporary) shortage of personnel, war and danger of war, government measures imposed by both Dutch and foreign governments, quarantine measures, epidemics, pandemics, acts of God, damage caused by delay and other failures in the business of THE DUTCH MEDIA GROUP B.V. or its suppliers.
- 10.6 The Customer shall not be entitled to any compensation or damages if THE DUTCH MEDIA GROUP B.V. can invoke articles 10.4 and 10.5 of these General Conditions.

Article 11 – Suspension

- 11.1 If the Customer is in default of the (timely) performance of its obligations, including - but not limited to - its payment obligations, THE DUTCH MEDIA GROUP B.V. shall have the right to suspend its obligations to the Customer until the Customer is no longer in default. Only when the Customer has paid the full amount due (including collection costs) will THE DUTCH MEDIA GROUP B.V. resume its obligations under the Broadcast Time Reservation. All agreements and obligations on the part of THE DUTCH MEDIA GROUP B.V. prior to the suspension with respect to the recording date and broadcast date shall be null and void as a result of the suspension. The parties will schedule a new recording date and broadcast date in consultation.
- 11.2 The Customer may not suspend its obligation to pay the invoice unless THE DUTCH MEDIA GROUP B.V. gives its written consent.

Article 12 – Intellectual property rights

- 12.1 The Customer guarantees that all the material supplied by him, be it of an aural, visual or other nature, does not violate any right belonging to another, including copyright or any other intellectual or industrial property right, and that he is authorized to disclose and/or reproduce the material or have it disclosed.
- 12.2 The customer shall indemnify and compensate THE DUTCH MEDIA GROUP B.V., its affiliated companies and/or third parties working with them for all costs and damages incurred as a result of third party claims in connection with infringements or alleged infringements of the intellectual property rights of these third parties or other claims which third parties may bring against THE DUTCH MEDIA GROUP B.V., its affiliated companies or third parties working for and/or with them in connection with the publication and/or reproduction of the material supplied or for any other reason.

Article 13 – Liability

- 13.1 THE DUTCH MEDIA GROUP B.V. shall perform its work properly, exercising the care that may be expected of a contractor. The performance of the Agreement shall be subject to a best-efforts obligation on the part of THE DUTCH MEDIA GROUP B.V.. THE DUTCH MEDIA GROUP B.V. cannot be held liable for (un)achieved results.
- 13.2 If and insofar as THE DUTCH MEDIA GROUP B.V. fails to perform its obligations under the contract, it shall only be liable for any damage resulting therefrom if and insofar as such damage can be attributed to intent or gross negligence.
- 13.3 Notwithstanding the provisions of paragraph 1 above, if THE DUTCH MEDIA GROUP B.V. is nevertheless liable for any damage suffered by the Customer, its liability shall not extend beyond reimbursement of the amount paid by the Customer in respect of the invoice already paid or otherwise the part of the Contract to which the damage relates, subject to clause 13.5 of these General Terms and Conditions.
- 13.4 THE DUTCH MEDIA GROUP B.V. shall not be obliged to pay any compensation for consequential damage including (but not limited to): loss of business, loss of profit, loss of income or any other damage. Nor shall THE DUTCH MEDIA GROUP B.V. be liable for any damages arising from third party claims against the Customer.
- 13.5 Without prejudice to the provisions of paragraphs 2, 3 and 4 of this articles, the contractual and statutory liability of THE DUTCH MEDIA GROUP B.V. shall be limited to the amount

agreed as consideration for the order, unless the amount exceeds €50,000, in which case the statutory liability of THE DUTCH MEDIA GROUP B.V. shall at all times be limited to an amount of €50,000 (in words: fifty thousand euros) including VAT.

Article 14 - Applicable law

- 14.1 All Agreements between the Parties shall be governed exclusively by Dutch law.
- 14.2 If the Customer resides or is established abroad, the court in Rotterdam shall have exclusive jurisdiction to hear the dispute.
- 14.3 The Dutch text and meaning of these terms and conditions shall be binding and shall prevail in the event of any discrepancy with the text of these terms and conditions in a foreign language.

Article 15 – Confidentiality and processing of personal data

- 15.1 The Parties are mutually obliged to maintain the confidentiality of all confidential information that the Parties have obtained from each other or from another source in the context of the Agreement. The Parties are only obliged to maintain confidentiality if the information has been designated as confidential by one of the Parties and/or if the confidential nature of the information is evident.
- 15.2 Confidential information of THE DUTCH MEDIA GROUP B.V. includes, not limited to, at least the provisions/information contained in the Broadcast Time Reservation.
- 15.3 In connection with the proper execution of the Agreement and the resulting agreements, it is necessary for THE DUTCH MEDIA GROUP B.V. to collect, process and store personal data of the Customer. All this is done in accordance with the General Data Protection Regulation. THE DUTCH MEDIA GROUP B.V. has described its privacy policy in a Privacy Statement which can be found on the website <https://thedutchmediagroup.nl/>.

Article 16 – Modification clause

- 16.1 THE DUTCH MEDIA GROUP B.V. is entitled to unilaterally amend these General Terms and Conditions. In such case, THE DUTCH MEDIA GROUP B.V. shall notify Customer of the changes in a timely manner. There will be at least 5 working days between such notification and the entry into force of the amended terms and conditions.
- 16.2 The amendments of the General Terms and Conditions do not give the Customer the power to terminate the Agreements.