

LEGAL INFORMATION JELVAR SOLUTIONS

In this document the legal obligated documents are available, as follow:

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Ad. 1 Privacy Statement Jelvar Solutions

Jelvar Solutions respects the privacy of its contacts, in particular their rights regarding the automatic processing of personal data. We have therefore formulated and implemented a policy on complete transparency with our customers with regard to the processing of personal data, its purpose(s), and the possibilities to exercise your legal rights in the best possible way.

If any additional information is required of the protection of personal data, please visit the website of the Dutch Data Protection Authority (Autoriteit Persoonsgegevens): [Autoriteit Persoonsgegevens](https://autoriteitpersoonsgegevens.nl)

Article 1 – Legal definition

Party responsible for processing personal data (hereinafter: “the controller”): Jelvar Solutions, established in Balsa 27, 3315 ND Dordrecht, The Netherlands. Email: info@jelvar.nl. Telephone: +31(6) 22752439. Chamber of Commerce number: 24314206

Article 2 – The processing of personal data

1. Personal data means any information relating to an identified or identifiable natural person (‘data subject’)
An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, mental, economic, cultural, or social identify of that natural person.
2. We process the following categories of personal data from you:
 - Name
 - E-mail address(es)
 - Numbers/Telephone numbers

Article 3 – Processing purposes

Your information is collected with a purpose. Your personal data are processed for:

- A better service to you
- To maintain the relationships
- Making offers
- Announcements via mail, e-mails and/or newsletters
- Marketing purposes

Article 4 – Registration of personal data

Your personal data is recorded in an electronic or digital register.

Article 5 – Your rights regarding the information

1. Corresponding to Article 13 paragraph 2 sub b GDPR, each data subject has the right to information on and access to rectification erasure and restriction of processing of his processing of his personal data, as well as the right to object to the processing and the right to data portability. You can exercise these rights by contacting us via our contact form of our website.
2. Each request must be an individual request and be accompanied by a copy of a valid ID, on which you put your signature and stat the email address or physical address where we can contact you. With one month of the submitted request, you will receive an answer from us. Depending on the complexity and the number of the requests this period may be extended to two months.

Article 6 – Legal obligations

In case of infringement of any law or regulation, of which a visitor is suspected and for which the authorities require the personal data collector, they will be provided to them after an explicit and reasoned of those authorities, after which these personal data do not fall anymore under the protection of the provisions of this Privacy Policy.

Article 7 – Commercial offers

1. You may receive commercial offers from the collector. If you do not wish to receive them (anymore), please send us an message via our contact form on our website.
2. Your personal data will not be used by our partners for commercial purposes.

Article 8 – Data retention

The collected data are used and retained for the duration determined by law.

Article 9 – Applicable Law

The conditions in this Privacy Policy are governed by Dutch law. The court in the district where the collector has its place of business has the sole jurisdiction if any dispute regarding these conditions may arise, save when a legal exception applies.

Article 10 – Contact

For requests, questions, product information or information whatsoever, please send a message via our contact form on our website.

This privacy statement applies from March 8, 2021 until further notices.

Ad. 2 Disclaimer Jelvar Solutions

1 - Disclaimers for Jelvar Solutions

All the information on this website is published in good faith and for general information purpose only. All websites (jelvar.eu, jelvar.nl, jelvar.com) of Jelvar Solutions as a company does not make any warranties about the completeness, reliability, and accuracy of this information. Any action you take upon the information you find on our websites (jelvar.eu, jelvar.nl, jelvar.com), is strictly at your own risk. We will not be liable for any losses and/or damages in connection with the use of our website.

From our website, you can visit other websites by following hyperlinks to such external sites. While we strive to provide only quality links to useful and ethical websites, we have no control over the content and nature of these sites. These links to other websites do not imply a recommendation for all the content found on these sites. Site owners and content may change without notice and may occur before we have the opportunity to remove a link which may have gone 'bad'.

Please be also aware that when you leave our website, other sites may have different privacy policies and terms which are beyond our control. Please be sure to check the Privacy Policy before engaging in any business or uploading any information.

2 - Consent

By using our website, you hereby consent to our disclaimer and agree to its terms.

3 - Update

Should we update, amend, or make any changes to this document, those changes will be prominently posted here.

4 - Applicable Law

The conditions in this Privacy Policy are governed by Dutch law. The court in the district where the collector has its place of business has the sole jurisdiction if any dispute regarding these conditions may arise, save when a legal exception applies.

Finally

If you require any more information or have any questions about our site's disclaimer, please feel free to contact us via our contact form on our website.

This disclaimer applies from March 8, 2021 until further notices.

Ad. 3 Terms and Conditions Jelvar Solutions

1. Definitions

1. Jelvar Solutions: Jelvar Solutions, established in Dordrecht, Chamber of Commerce no.24314206.
2. Customer: the person with whom Jelvar Solutions has entered into an agreement.
3. Parties: Jelvar Solutions and customer together.
4. Consumer: a customer who is an individual acting for private purposes.

2. Applicability

1. These terms and conditions will apply to all quotations, offers, activities, orders, agreements and deliveries of services or products by or on behalf of Jelvar Solutions.
2. Parties can only deviate from these conditions if they have explicitly agreed upon in writing.
3. The parties expressly exclude the applicability of supplementary and/or deviating general terms and conditions of the customer or of third parties.

3. Offers and quotations

1. Offers and quotations from Jelvar Solutions are without engagement, unless expressly stated otherwise.
2. An offer or quotation is valid for a maximum period of 2 weeks from its date unless another acceptance period is stated in the offer or quotation.
3. If the customer does not accept an offer or quotation within the applicable time frame, the offer or quotation will lapse.
4. Offers and quotations do not apply to repeated orders unless the parties have agreed upon this explicitly and in writing.

4. Acceptance

1. Upon acceptance of a quotation or offer without engagement, Jelvar Solutions reserves the right to withdraw the quotation or offer within 3 days after receipt of the acceptance, without any obligations towards the customer.
2. Verbal acceptance of the customer only commits Jelvar Solutions after the customer has confirmed this in writing (or electronically).

5. Prices

1. All prices used by Jelvar Solutions are in euros, are exclusive of VAT and exclusive of any other costs such as administration costs, levies and travel-, shipping- or transport expenses, unless expressly stated otherwise or agreed otherwise.
2. Jelvar Solutions is entitled to adjust all prices for its products or services, shown in its shop, on its website or otherwise, at any time.
3. The price with regard to services is determined by Jelvar Solutions on the basis of the actual working hours.
4. The price is calculated according to the usual hourly rates of Jelvar Solutions, valid for the period in which he carries out the work, unless a different hourly rate has been agreed.
5. If the parties have agreed on a total amount for a service provided by Jelvar Solutions, this is always a target price, unless the parties have explicitly agreed upon in writing on a fixed price, which cannot be deviated from.
6. Jelvar Solutions is entitled to deviate up to 10% of the target price.
7. If the target price exceeds 10%, Jelvar Solutions must let the customer know in due time why a higher price is justified.
8. If the target price exceeds 10%, the customer has the right to cancel the part of the order that exceeds the target price by 10%.
9. Jelvar Solutions has the right to adjust prices annually.
10. Jelvar Solutions will communicate price adjustments to the customer prior to the moment the price increase becomes effective.
11. The consumer has the right to terminate the contract with Jelvar Solutions if he does not agree with the price increase.

6. Payments and payment term - Services

1. The customer must pay invoices of Jelvar Solutions within 14 days unless parties have made other agreements about this or if the invoice has a different payment term.
2. Payment terms are considered as fatal payment terms. This means that if the customer has not paid the agreed amount at the latest on the last day of the payment term, he is legally in default, without Jelvar Solutions having to send the customer a reminder or to put him in default.
3. Jelvar Solutions reserves the right to make a delivery conditional upon immediate payment or to require adequate security for the total amount of the services or products.

7. Consequences of late payment

1. If the customer does not pay within the agreed term, Jelvar Solutions is entitled to charge an interest of 1% per month from the day the customer is in default, whereby a part of a month is counted for a whole month.
2. When the customer is in default, he is also due to extrajudicial collection costs and may be obliged to pay any compensation to Jelvar Solutions.
3. The collection costs are calculated on the basis of the Reimbursement for extrajudicial collection costs.
4. If the customer does not pay on time, Jelvar Solutions may suspend its obligations until the customer has met his payment obligation.
5. In the event of liquidation, bankruptcy, attachment, or suspension of payment on behalf of the customer, the claims of Jelvar Solutions on the customer are immediately due and payable.
6. If the customer refuses to cooperate with the performance of the agreement by Jelvar Solutions, he is still obliged to pay the agreed price to Jelvar Solutions.

8. Suspension of obligations by the customer

The customer waives the right to suspend the fulfillment of any obligation arising from this agreement.

9. Settlement

The customer waives his right to settle any debt to Jelvar Solutions with any claim on Jelvar Solutions.

10. Insurance

1. The customer undertakes to insure and keep insured the following items adequately against fire, explosion, and water damage as well as theft:
 - goods delivered that are necessary for the execution of the underlying agreement
 - goods being property of Jelvar Solutions that are present at the premises of the customer
 - goods that have been delivered under retention of title
2. At the first request of Jelvar Solutions, the customer provides the policy for these insurances for inspection.

11. Guarantee

When parties have entered into an agreement with services included, these services only contain best-effort obligations for Jelvar Solutions, not obligations of results.

12. Performance of the agreement

1. Jelvar Solutions executes the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
2. Jelvar Solutions has the right to have the agreed services (partially) performed by third parties.
3. The execution of the agreement takes place in mutual consultation and after written agreement and payment of the possibly agreed advance by the customer.
4. It is the responsibility of the customer that Jelvar Solutions can start the implementation of the agreement on time.
5. If the customer has not ensured that Jelvar Solutions can start the implementation of the agreement in time, the resulting additional costs and/or extra hours will be charged to the customer.

13. Duty to inform by the customer

1. The customer shall make available to Jelvar Solutions all information, data, and documents relevant to the correct execution of the agreement to in time and in the desired format and manner.
2. The customer guarantees the correctness, completeness and reliability of the information, data and documents made available, even if they originate from third parties, unless otherwise ensuing from the nature of the agreement.
3. If and insofar as the customer requests this, Jelvar Solutions will return the relevant documents.
4. If the customer does not timely and properly provides the information, data or documents reasonably required by Jelvar Solutions and the execution of the agreement is delayed because of this, the resulting additional costs and extra hours will be charged to the customer.

14. Intellectual property

1. Jelvar Solutions retains all intellectual property rights (including copyright, patent rights, trademark rights, design, and design rights, etc.) on all designs, drawings, writings, data carriers or other information, quotations, images, sketches, models, scale models, etc., unless parties have agreed otherwise in writing.
2. The customer may not copy or have copied the intellectual property rights without prior written permission from Jelvar Solutions, nor show them to third parties and / or make them available or use them in any other way.

15. Confidentiality

1. The client keeps any information he receives (in whatever form) from Jelvar Solutions confidential.
2. The same applies to all other information concerning Jelvar Solutions of which he knows or can reasonably suspect that it is secret or confidential, or of which it can expect that its disclosure may cause damage to Jelvar Solutions.
3. The customer takes all necessary measures to ensure that he keeps the information referred to in paragraphs 1 and 2 secret.
4. The obligation of secrecy described in this article does not apply to information:
 - which was already made public before the customer heard this information or which later became public without being the result of a violation of the customer's duty to confidentiality
 - which is made public by the customer due to a legal obligation
5. The confidentiality obligation described in this article applies for the duration of the underlying agreement and for a period of 3 years after the end thereof.

16. Penalties

1. If the customer violates the articles of these general terms and conditions about secrecy or intellectual property, then he forfeits on behalf of Jelvar Solutions an immediately due and payable fine of € 1000 if the customer is a consumer and € 5000 if the customer is a company, for each violation and in addition an amount of 5% of the aforementioned amount for each day that this violation continues.
2. No actual damage, prior notice of default or legal proceedings are required in forfeiting the fine referred to in the first paragraph of this article.
3. The forfeiture of the fine referred to in the first paragraph of this article shall not affect the other rights of Jelvar Solutions including its right to claim compensation in addition to the fine.

17. Indemnity

The customer indemnifies Jelvar Solutions against all third-party claims that are related to the products and/or services supplied by Jelvar Solutions.

18. Complaints

1. The customer must examine a product or service provided by Jelvar Solutions as soon as possible for possible shortcomings.
2. If a delivered product or service does not comply with what the customer could reasonably expect from the agreement, the customer must inform Jelvar Solutions of this as soon as possible, but in any case, within 1 month after the discovery of the shortcomings.
3. Consumers must inform Jelvar Solutions of this within two months after detection of the shortcomings.
4. The customer gives a detailed description as possible of the shortcomings, so that Jelvar Solutions is able to respond adequately.
5. The customer must demonstrate that the complaint relates to an agreement between the parties.
6. If a complaint relates to ongoing work, this can in any case not lead to Jelvar Solutions being forced to perform other work than has been agreed.

19. Giving notice

1. The customer must provide any notice of default to Jelvar Solutions in writing.
2. It is the responsibility of the customer that a notice of default actually reaches Jelvar Solutions (in time).

20. Joint and several Client liabilities

If Jelvar Solutions enters into an agreement with several customers, each of them shall be jointly and severally liable for the full amounts due to Jelvar Solutions under that agreement.

21. Liability of Jelvar Solutions

1. Jelvar Solutions is only liable for any damage the customer suffers if and insofar as this damage is caused by intent or gross negligence.
2. If Jelvar Solutions is liable for any damage, it is only liable for direct damages that results from or is related to the execution of an agreement.
3. Jelvar Solutions is never liable for indirect damages, such as consequential loss, lost profit, lost savings, or damage to third parties.
4. If Jelvar Solutions is liable, its liability is limited to the amount paid by a closed (professional) liability insurance and in the absence of (full) payment by an insurance company of the damages the amount of the liability is limited to the (part of the) invoice to which the liability relates.
5. All images, photos, colors, drawings, descriptions on the website or in a catalog are only indicative and are only approximate and cannot lead to any compensation and/or (partial) dissolution of the agreement and/or suspension of any obligation.

22. Expiration period

Every right of the customer to compensation from Jelvar Solutions shall, in any case, expire within 12 months after the event from which the liability arises directly or indirectly. This does not exclude the provisions in article 6:89 of the Dutch Civil Code.

23. Dissolution

1. The customer has the right to dissolve the agreement if Jelvar Solutions imputably fails in the fulfillment of his obligations unless this shortcoming does not justify termination due to its special nature or because it is of minor significance.
2. If the fulfillment of the obligations by Jelvar Solutions is not permanent or temporarily impossible, dissolution can only take place after Jelvar Solutions is in default.
3. Jelvar Solutions has the right to dissolve the agreement with the customer, if the customer does not fully or timely fulfill his obligations under the agreement, or if circumstances give Jelvar Solutions good grounds to fear that the customer will not be able to fulfill his obligations properly.

24. Force majeure

1. In addition to the provisions of article 6:75 Dutch Civil Code, a shortcoming of Jelvar Solutions in the fulfillment of any obligation to the customer cannot be attributed to Jelvar Solutions in any situation independent of the will of Jelvar Solutions, when the fulfillment of its obligations towards the customer is prevented in whole or in part or when the fulfillment of its obligations cannot reasonably be required from Jelvar Solutions.
2. The force majeure situation referred to in paragraph 1 is also applicable - but not limited to: state of emergency (such as civil war, insurrection, riots, natural disasters, etc.); defaults and force majeure of suppliers, deliverymen or other third parties; unexpected disturbances of power, electricity, internet, computer, or telecoms; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work stoppages.
3. If a situation of force majeure arises as a result of which Jelvar Solutions cannot fulfill one or more obligations towards the customer, these obligations will be suspended until Jelvar Solutions can comply with it.
4. From the moment that a force majeure situation has lasted at least 30 calendar days, both parties may dissolve the agreement in writing in whole or in part.
5. Jelvar Solutions does not owe any (damage) compensation in a situation of force majeure, even if it has obtained any advantages as a result of the force majeure situation.

25. Modification of the agreement

If, after the conclusion of the agreement and before its implementation, it appears necessary to change or supplement its contents, the parties shall timely and in mutual consultation adjust the agreement accordingly.

26. Changes in the general terms and conditions

1. Jelvar Solutions is entitled to amend or supplement these general terms and conditions.
2. Changes of minor importance can be made at any time.
3. Major changes in content will be discussed by Jelvar Solutions with the customer in advance as much as possible.

4. Consumers are entitled to cancel the agreement in the event of a substantial change to the general terms and conditions.

27. Transfer of rights

1. The customer cannot transfer its rights deferring from an agreement with Jelvar Solutions to third parties without the prior written consent of Jelvar Solutions.
2. This provision applies as a clause with a property law effect as referred to in Section 3:83 (2) Dutch Civil Code.

28. Consequences of nullity or annulability

1. If one or more provisions of these general terms and conditions prove null or annulable, this will not affect the other provisions of these terms and conditions.
2. A provision that is null or annulable shall, in that case, be replaced by a provision that comes closest to what Jelvar Solutions had in mind when drafting the conditions on that issue.

29. Applicable law and competent court

1. Dutch law is exclusively applicable to all agreements between the parties.
2. The Dutch court in the district where Jelvar Solutions is established is exclusively competent in case of any disputes between parties unless the law prescribes otherwise.

This version of the Terms and Conditions of Jelvar Solutions applies from March 8, 2021 until further notices.

Ad. 4 Cookie Statement Jelvar Solutions

1. The use of cookies

Jelvar Solutions uses cookies. A cookie is a small file that is sent along with pages from this website and / or Flash applications and stored by your browser on the hard drive of your computer, mobile phone, smartwatch, tablet, or any other compatible device. The information stored therein can be sent back to our servers on a subsequent visit.

The use of cookies is of great importance for the smooth running of our website, but also cookies of which you do not immediately see the effect are very important. Thanks to the (anonymous) input from visitors, we can improve the use of the website and make it more user-friendly.

2. Permission for the use of cookies

Your permission is required for the use of certain cookies. No permission is required for the cookies we use. We do this by means of a so-called cookie banner.

3. The type of cookies and their objectives

We use the following types of cookies:

Functional cookies: these allow us to operate the website better and they make our website more user-friendly for the visitor. For example, we store your login details or what you have put in your shopping cart.

Anonymised analytical cookies: these ensure that an anonymous cookie is generated every time you visit a website. These cookies know whether you have visited the site before or not. Only on the first visit, a cookie is created and on subsequent visits the existing cookie is used. This cookie is only for statistical purposes. For example, the following data can be collected:

- the number of unique visitors
- how often users visit the site
- which pages users view
- how long users view a certain page
- on which page visitors leave the site

Analytical cookies: these ensure that every time you visit a website a cookie is generated. These cookies know whether you have visited the site before or not. Only on the first visit a cookie is created and on subsequent visits the existing cookie is used. This cookie is only for statistical purposes. This way data may be collected such as:

- the specific pages you have viewed
- how long you stayed on a particular page
- on which page you left the site

Personal tracking cookies: these allow us to learn that besides our website have also visited the relevant other website(s) from our network. The resulting profile is not linked to your name, address, e-mail address and the like, but only serves to match advertisements to your profile, so that they are as relevant as possible to you. We ask your permission for these cookies. These cookies are therefore not placed without your permission.

Social media related cookies: with these cookies, websites like Facebook and LinkedIn register which articles and pages you share via their social media sharing buttons. They may also contain tracking cookies that track your surfing behavior on the web.

Site improvement cookies: these allow us to test different versions of a web page to see which page is best visited.

4. Your rights with regard to your data

You have the right to inspect, rectify, limit, and delete personal data. You also have the right to object to the processing of personal data and the right to data portability. You can exercise these rights by sending an e-mail to info@jelvar.nl. To prevent abuse, we may ask you to identify yourself adequately. When it comes to access to personal data linked to a cookie, we ask you to send a copy of the cookie in question. You can find this in the settings of your browser.

5. Blocking and deleting cookies

At any time you can easily block cookies yourself or delete them via your internet browser. You can also set your internet browser so that you receive a message when a cookie is placed. If you delete the cookies in your browser, this may have consequences for the pleasant use of this website. Jelvar Solutions do not take any responsibility around accepting, declining or the settings of cookies on your and any machine and/or application outside the Jelvar Solutions computer network.

Please note that if you do not want any cookies, we cannot guarantee that our website still works well. Some functions of the site may be lost, or you may not be able to visit the website at all. In addition, refusing cookies does not mean that you will no longer see advertisements at all. The advertisements are then no longer tailored to your interests and can therefore be repeated more often.

How you can adjust your settings differs per browser. Please refer to the help function of your browsing or click on one of the links below to go directly to the manual of your browser.

6. New developments and unforeseen cookies

The texts of our website can be adjusted at any time due to continuous developments. This also applies to our cookie statement. Therefore, please read this statement regularly to stay informed of any changes. In blog articles, use can be made of content that is hosted on other sites and made accessible by Jelvar Solutions by means of certain codes (embedded content), as with YouTube videos for example. These codes often use cookies. However, we have no control over what these third parties do with their cookies.

It is also possible that cookies are placed via our websites by others, of which we are not always aware. Do you encounter unforeseen cookies on our website that you cannot find in our overview? Please contact info@jelvar.nl. You can also contact the third party directly and ask which cookies they placed, what the reason is, what the lifespan of the cookie is and how they have guaranteed your privacy.

7. Concluding remarks

We will have to adjust these statements from time to time, for example when we adjust our website or change the rules regarding cookies. You can consult this webpage for the latest version.

If you have any questions or comments, please contact via our contact form on our website.

This cookie statement applies from March 8, 2021 until further notices.