

General Terms and Conditions Callisto Capital

Email: info@callistocapital.nl

Website: www.callistocapital.nl

Article 1 - Definitions

1. **Callisto Capital:** Callisto Capital B.V., located in Oostrum, Chamber of Commerce number 89924169.
2. **Client:** the person with whom Callisto Capital has entered into an agreement.
3. **Parties:** Callisto Capital and the Client together.
4. **Consumer:** a Client who is also an individual and acts as a private person.

Article 2 - Applicability

1. These terms and conditions apply to all offers, proposals, work, orders, agreements, and deliveries of services or products by or on behalf of Callisto Capital.
2. Callisto Capital and the Client can only deviate from these terms and conditions if agreed upon in writing.
3. Callisto Capital and the Client expressly exclude the applicability of the Client's general terms and conditions or those of third parties.

Article 3 - Offers and Proposals

1. Offers and proposals from Callisto Capital are non-binding, unless explicitly stated otherwise.
2. An offer or proposal is valid for a maximum of 2 weeks unless a different period is specified.
3. If the Client does not accept the offer or proposal within the applicable period, the offer or proposal expires.
4. Offers and proposals do not apply to repeat orders, unless agreed upon in writing.

Article 4 - Acceptance

1. Upon acceptance of a non-binding offer or proposal, Callisto Capital has the right to withdraw it within 3 days without the Client deriving any rights from it.
2. Oral acceptance by the Client only binds Callisto Capital after written or electronic confirmation.

Article 5 - Prices

1. Callisto Capital uses prices in euros, including VAT, and excluding additional costs such as administrative or shipping fees, unless otherwise agreed upon in writing.
2. Callisto Capital may adjust prices of its services and products on its website or other publications at any time.
3. Callisto Capital and the Client will agree on a total amount as a guideline for services, unless otherwise agreed in writing.
4. Callisto Capital may deviate up to 10% from the guideline price.
5. Callisto Capital must inform the Client in time if a price increase of more than 10% is justified.

6. The Client may cancel the portion of the order exceeding the guideline price (increased by 10%) if the price increase is more than 10%.
7. Callisto Capital may adjust prices annually.
8. Price changes will be communicated to the Client before they take effect.
9. A consumer may terminate the agreement with Callisto Capital if they disagree with the price increase.

Article 6 - Payments and Payment Term

1. Callisto Capital may require a down payment of up to 50% of the agreed amount when entering into the agreement.
2. The Client must pay the remaining amount within 14 days after delivery.
3. Callisto Capital's payment terms are final deadlines. If the Client has not paid the full amount by the last day of the payment term, they are automatically in default without the need for a reminder or formal notice from Callisto Capital.
4. Callisto Capital may require immediate payment or demand security for the total amount of services or products before delivery.

Article 7 - Consequences of Late Payment

1. If the Client does not pay within the agreed period, Callisto Capital may charge statutory interest of 2% per month for non-business transactions and 8% per month for business transactions, starting from the day the Client is in default.
2. If the Client is in default, they must also pay extrajudicial collection costs and any damages to Callisto Capital.
3. The collection costs are calculated in accordance with the Extrajudicial Collection Costs Decree.
4. If the Client does not pay on time, Callisto Capital may suspend its obligations until the Client pays.
5. In the event of liquidation, bankruptcy, seizure, or suspension of payments on the part of the Client, all claims of Callisto Capital against the Client become immediately due.
6. If the Client refuses to cooperate with the execution of the agreement, they must still pay the agreed price.

Article 9 - Right of Withdrawal

1. A consumer may cancel an online purchase within 14 days without giving a reason. This right does not apply if:
 - The service concerns accommodation, travel, restaurant services, transportation, catering, or leisure activities.
 - It concerns an emergency repair.
 - It concerns betting or lotteries.
 - The consumer has waived their right of withdrawal.
 - The service is fully executed with the Client's consent within the cooling-off period, and the Client has explicitly waived the right of withdrawal.
2. The 14-day cooling-off period starts:
 - When the consumer enters into a service agreement.
 - When the consumer confirms the receipt of digital content.

3. The consumer may exercise their right of withdrawal by sending an email to info@callistocapital.nl, possibly using the withdrawal form available on the Callisto Capital website, www.callistocapital.nl.

Article 10 - Right of Suspension

1. Unless the Client is a consumer, they waive the right to suspend any obligation arising from this agreement.

Article 11 - Set-off

1. Unless the Client is a consumer, they waive the right to set off any debt to Callisto Capital against a claim on Callisto Capital.

Article 12 - Insurance

1. The Client must adequately insure and keep insured against fire, explosion, water damage, and theft:
 - Goods necessary for the execution of the underlying agreement.
 - Items belonging to Callisto Capital in the Client's possession.
 - Items delivered under retention of title.
2. The Client must present the insurance policy to Callisto Capital upon request.

Article 13 - Warranty

1. When the Client and Callisto Capital enter into a service agreement, it only includes an obligation of effort for Callisto Capital, not a result obligation.

Article 14 - Execution of the Agreement

1. Callisto Capital executes the agreement to the best of its ability and in accordance with the requirements of good craftsmanship.
2. Callisto Capital may have the agreed service fully or partially performed by others.
3. The execution of the agreement occurs in consultation after written approval and possible advance payment by the Client.
4. The Client must ensure that Callisto Capital can start the execution on time.
5. If the Client does not ensure timely commencement, any resulting additional costs are borne by the Client.

Article 15 - Information from the Client

1. The Client must provide all relevant information, data, and documents in a timely manner for the correct execution of the agreement.
2. The Client is responsible for the accuracy and completeness of the provided information, data, and documents.
3. Upon request, Callisto Capital will return the provided documents to the Client.
4. If the Client fails to provide the required information, and this causes a delay in the execution of the agreement, the additional costs and hours are borne by the Client.

Article 16 - Intellectual Property

1. Callisto Capital retains all intellectual property rights to all designs, drawings, writings, data carriers, or other information, offers, images, sketches, models, and prototypes, unless otherwise agreed.
2. The Client may not disclose, make available to others, or use the intellectual property rights listed in paragraph 1 without prior written permission from Callisto Capital.

Article 17 - Confidentiality

1. The Client shall keep all information, in any form, received from Callisto Capital confidential.
2. The same applies to all other information regarding Callisto Capital of which the Client knows or should reasonably know is confidential or sensitive, or of which it can be expected that its dissemination may harm Callisto Capital.
3. The Client shall take all necessary measures to ensure confidentiality of the information in paragraphs 1 and 2.
4. The confidentiality obligation described in this article does not apply to information:
 - That was already public before the Client received it or became public later without breaching the confidentiality obligation by the Client.
 - That is disclosed by the Client 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 its termination.

Article 18 - Penalty Clause

1. If the Client breaches the article on confidentiality or intellectual property, they must pay Callisto Capital an immediately payable penalty for each violation.
2. If the Client is a consumer, the penalty will be €1,000.
3. If the Client is not a consumer, the penalty will be €5,000.
4. In addition, the Client must pay 5% of the amount referred to in paragraphs 2 or 3 for each day the violation continues.
5. The Client must pay the penalty in paragraph 1 without requiring a formal notice or legal proceedings. There is no need to prove damages.
6. Callisto Capital may claim additional compensation from the Client in addition to the penalty in paragraph 1.

Article 19 - Indemnification

1. The Client indemnifies Callisto Capital against all claims from third parties related to the products and/or services provided by Callisto Capital.

Article 20 - Complaints

1. The Client must examine any product delivered or service rendered by Callisto Capital as soon as possible for any defects.
2. If a product delivered or service rendered does not meet the reasonable expectations of the Client, they must notify Callisto Capital within 1 month after discovering the defect.
3. A consumer must notify Callisto Capital within 2 months after discovering the defect.
4. The Client must provide a detailed description of the defect so Callisto Capital can respond appropriately.
5. The Client must prove that the complaint relates to an agreement between the Client and Callisto Capital.
6. If a complaint concerns ongoing work, the Client cannot demand Callisto Capital to perform other work than originally agreed upon.

Article 21 - Notice of Default

1. The Client must notify Callisto Capital in writing of any default.
2. The Client is responsible for ensuring that the notice of default reaches Callisto Capital on time.

Article 22 - Client Liability

1. If Callisto Capital enters into an agreement with multiple Clients, each of them is jointly and severally liable for fulfilling the obligations in the agreement.

Article 23 - Callisto Capital Liability

1. Callisto Capital is only liable for damages suffered by the Client if they are caused by intent or deliberate recklessness.
2. If Callisto Capital is liable for damage, it only applies to direct damage related to the performance of the underlying agreement.
3. Callisto Capital is not liable for indirect damages such as consequential loss, lost profits, or damages to third parties.
4. If Callisto Capital is liable, this liability is limited to the amount paid out under the professional liability insurance. If no insurance is in place or no amount is paid out, the liability is limited to the invoice amount related to the liability.
5. All images, photos, colors, drawings, descriptions on the website or in a catalog are merely indicative and cannot lead to any compensation, dissolution, or suspension.

Article 24 - Limitation Period

1. Any right of the Client to claim damages from Callisto Capital lapses 12 months after the event that caused the liability, either directly or indirectly. This does not exclude the provisions of Article 6:89 of the Dutch Civil Code.

Article 25 - Termination

1. The Client may dissolve the agreement if Callisto Capital fails to fulfill its obligations, unless the failure is too minor or insignificant to justify termination.
2. If performance by Callisto Capital is still possible, termination can only occur after Callisto Capital is in default.
3. Callisto Capital may terminate the agreement if the Client fails to fulfill its obligations under the agreement in whole or in part, or if Callisto Capital has reasonable grounds to believe that the Client will not fulfill their obligations.

Article 26 - Force Majeure

1. In addition to Article 6:75 of the Dutch Civil Code, a failure by Callisto Capital cannot be attributed to them if caused by force majeure.
2. Force majeure includes, but is not limited to:
 - A state of emergency such as a civil war or natural disaster.
 - Non-performance or force majeure of suppliers, delivery services, or other third parties.
 - Power outages, internet, computer, or telecommunications failures.
 - Computer viruses.
 - Strikes.
 - Governmental measures.
 - Transport problems.
 - Bad weather conditions.
 - Work stoppages.
3. If a force majeure situation prevents Callisto Capital from fulfilling one or more obligations to the Client, those obligations are suspended until Callisto Capital can fulfill them.
4. If the force majeure situation lasts for 30 calendar days or more, both the Client and Callisto Capital may terminate the agreement in writing, in whole or in part.
5. Callisto Capital is not required to pay any compensation in a force majeure situation, even if it benefits from the situation.

Article 27 - Amendment of Agreement

1. If it is necessary for the execution of the agreement, the Client and Callisto Capital may modify the agreement.

Article 28 - Amendment of General Terms and Conditions

1. Callisto Capital may amend these general terms and conditions.
2. Callisto Capital may always make minor changes.
3. Callisto Capital will discuss significant changes with the Client as much as possible beforehand.
4. A consumer may terminate the underlying agreement if a significant change to the general terms and conditions occurs.

Article 29 - Transfer of Rights

1. The Client may not transfer any rights from an agreement with Callisto Capital to others without Callisto Capital's written consent.
2. This provision applies as a clause with real effect as referred to in Article 3:83(2) of the Dutch Civil Code.

Article 30 - Consequences of Nullity or Annulment

1. If one or more provisions of these general terms and conditions prove to be null or void, this does not affect the validity of the remaining provisions.
2. In the case of nullity or annulment, the provision is replaced by one that comes closest to what Callisto Capital had in mind when drafting the conditions.

Article 31 - Applicable Law and Competent Court

1. These general terms and conditions and any underlying agreement between the Client and Callisto Capital are governed by Dutch law.
2. The court in the district where Callisto Capital is established has exclusive jurisdiction to hear disputes between the Client and Callisto Capital, unless the law provides otherwise.

Issued on September 22, 2023.