



Terms of Service

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Terms of Service

Article 1. DEFINITIONS

The following definitions apply in these Terms of Service:

- *9c Climbing*: the company 9c Climbing, with registered office and place of business in Sittard, registered with the Chamber of Commerce in Roermond with registration number 80199003;
- *Contract*: any arrangement between Consumer and 9c Climbing for the supply of goods and/or services by 9c Climbing to Consumer;
- *Consumer*: a natural person whose actions are not carried out for objectives relating to the course of a trade, a profession or a business;
- *Day*: calendar day;
- *Digital content*: data that are produced and supplied in digital form;
- *Distance contract*: a contract concluded between 9c Climbing and Consumer within the framework of a system organized for the distance sale of products, digital content and/or services, whereby sole or partly use is made of one or more techniques for distance communication up to and including the moment that the contract is concluded;
- *Durable medium*: every means - including emails - that enables Consumer or 9c Climbing to store information that is addressed to him in person in a way that facilitates its future use or consultation during a period that is in keeping with the objective for which the information is intended, and which facilitates the unaltered reproduction of the stored information;
- *Extended duration transaction*: a distance contract relating to a series of products and/or services, whereby the obligation to supply and/or purchase is spread over a period of time;
- *Right of withdrawal*: the possibility for Consumer to waive a distance contract within the withdrawal period;
- *Supplementary agreement*: an agreement in which Consumer obtains products, digital content and/or services via a distance contract, and 9c Climbing or a third party delivers these products, digital content and/or services in accordance with an agreement between that third party and 9c Climbing;
- *Technique for distance communication*: means that can be used for communication regarding the offer made by 9c Climbing and concluding a contract, without the necessity of Consumer and 9c Climbing being in the same place at the same time;
- *Withdrawal period*: the period within which Consumer can make use of his right of withdrawal;
- *Working day*: all calendar days except Saturdays, Sundays, 1 January, Easter Monday, Ascension Day, Whit Monday, Christmas Day and Boxing Day, the days that the Government declares to be national holidays, and the day on which the birthday of the Dutch head of state is officially celebrated.

Article 2. APPLICABILITY

- 2.1. These Terms of Service are exclusively applicable to all offers of 9c Climbing to Consumer and to all agreements between 9c Climbing and Consumer - of any nature whatsoever - and all (other) legal acts, legal relationships and Agreements that may or may not result from or be related to them.
- 2.2. The provisions of the previous paragraph also apply to further or additional Agreements between 9c Climbing and Consumer.
- 2.3. Prior to the conclusion of a distance contract, the text of these Terms of Service will be made available to Consumer. If this is not reasonably possible, 9c Climbing will indicate, before the distance contract is concluded, in what way the Terms of Service are available for inspection at 9c Climbing's premises and that they will be made available free of charge to Consumer, as quickly as possible, at Consumer's request.
- 2.4. If the distance contract is concluded electronically, then, contrary to the previous paragraph, and before the distance contract is concluded, Consumer will be provided with the text of

these Terms of Service electronically, in such a way that Consumer can easily store them on a durable data carrier. If this is not reasonably possible, then before concluding the distance contract, 9c Climbing will indicate where the Terms of Service can be inspected electronically and that at his request, they will be made available to Consumer free of charge, either electronically or in some other way.

- 2.5. In cases where specific product or service-related terms and conditions apply in addition to these Terms of Service, the second and third paragraphs apply by analogy and 9c Climbing can always invoke the applicable condition that is most favourable to him in the event of incompatible Terms of Service.

Article 3. THE OFFER

- 3.1. If an offer is subject to a limited period of validity or is made subject to conditions, this will be explicitly mentioned in the offer.
- 3.2. 9c Climbing pays much care and attention to putting product information, descriptions and images online, but in case of any errors in, or incompleteness of, the information provided, no rights can be derived by Consumer. If 9c Climbing makes use of images, these are for illustrative purposes only. Mistakes or errors in the offer do not bind 9c Climbing.
- 3.3. Every offer contains information that makes it clear to Consumer what rights and obligations are related to the acceptance of the offer.
- 3.4. If a product is unexpectedly no longer available after Consumer has accepted an offer, 9c Climbing will reimburse all payments made by Consumer, including any delivery costs (subject to article 8.3, second sentence), without delay but no later than within 5 working days.

Article 4. THE CONTRACT

- 4.1. The contract is, subject to the provisions in section 4, and after Consumer has met the conditions thereby set, only concluded after acceptance of the order by 9c Climbing.
- 4.2. If Consumer has accepted the offer electronically, 9c Climbing will confirm receipt of acceptance of the offer electronically. Consumer can dissolve the contract as long as this acceptance has not been confirmed by 9c Climbing.
- 4.3. If the contract is concluded electronically, 9c Climbing will take suitable technical and organizational measures to secure the electronic transfer of data and he will ensure a safe web environment. If Consumer is able to pay electronically, 9c Climbing will take suitable security measures.
- 4.4. 9c Climbing may obtain information – within statutory frameworks – about Consumer's ability to fulfil his payment obligations, as well as about facts and factors that are important for the responsible conclusion of the distance contract. If that research gives 9c Climbing proper grounds for declining to conclude the contract, then he has a right, to reject an order or application or to bind its implementation to special conditions.
- 4.5. If an offer contains a manifestly incorrect price, for whatever reason, 9c Climbing is still entitled to dissolve the Contract, even if it has already been confirmed. 9c Climbing will reimburse all payments of the Customer, including delivery costs, without delay but not later than within 5 working days.
- 4.6. 9c Climbing will send to Consumer, at the latest when delivering a product, service or digital content, the following information, in writing, or in such a way that Consumer can store it on an accessible durable medium:
 - a) the office address of 9c Climbing's business location where Consumer can lodge complaints;

- b) the conditions under which Consumer can make use of the right of withdrawal and the method for doing so, or a clear statement relating to preclusion from the right of withdrawal;
 - c) information on guarantees and existing after-sales service;
 - d) the price, including all taxes on the product, service or digital content; the costs of delivery insofar as applicable, and the method of payment, delivery or implementing the distance contract;
 - e) the requirements for terminating the contract, if the duration of the contract exceeds one year or if it is indefinite.
- 4.7. In case of an extended duration contract, the stipulation in the previous paragraph applies only to the first delivery.

Article 5. RIGHT OF WITHDRAWAL

Upon delivery of products:

- 5.1. After purchasing products, Consumer has the right to dissolve a contract, without giving reasons. 9c Climbing is allowed to ask Consumer for the reason of this dissolution, but Consumer is under no obligation to state his/her reason(s).
- 5.2. The period is 14 days for clearance products, for all other products the period is 30 days.
- 5.3. The period stipulated above commences on the day after the product was received by Consumer, or a third party designated by Consumer, who is not the transporting party, or:
 - a) if Consumer has ordered several products: the day on which Consumer, or a third party designated by Consumer, received the product in question. In case of orders consisting of multiple products with different delivery dates, 9c Climbing has the right to postpone delivery of the order until the order can be delivered in full in one go.
 - b) if the delivery of a product involves different deliveries or parts: the day on which Consumer, or a third party designated by Consumer, received the last delivery or the last part;
 - c) with contracts for the regular delivery of products during a given period: the day on which Consumer, or a third party designated by Consumer, received the first product.

Upon delivery of services and digital content that is not supplied on a material medium:

- 5.4. Consumer has the right to dissolve a contract, without giving reasons, for the supply of digital content that is not supplied on a material medium during a period of fourteen days. 9c Climbing is allowed to ask Consumer for the reason of this dissolution, but Consumer is under no obligation to state his/her reason(s).
- 5.5. The period stipulated in paragraph 4 commences on the day after the contract was concluded.

Article 6. CONSUMERS' OBLIGATIONS DURING THE WITHDRAWAL PERIOD

- 6.1. During the withdrawal period, Consumer shall treat the product and its packaging with care. He shall only unpack or use the product in as far as necessary in order to assess the nature, characteristics and efficacy of the product. The point of departure here is that Consumer may only handle and inspect the product in the same way that he would be allowed in a shop.
- 6.2. Consumer is only liable for the product's devaluation that is a consequence of his handling the product other than as permitted in paragraph 1.
- 6.3. Consumer is not liable for the product's devaluation if 9c Climbing did not provide him with all the statutorily obligatory information about the right of withdrawal before the contract was concluded.

Article 7. CONSUMERS WHO EXERCISE THEIR RIGHT OF WITHDRAWAL AND THE COSTS INVOLVED

- 7.1. Consumer who wants to exercise his right of withdrawal shall report this to 9c Climbing, within the withdrawal period, in an unequivocal way.
- 7.2. As quickly as possible, but no later than 30 days (14 days in the case of sale items) after the day of reporting as referred to in paragraph 1, Consumer shall return the product, or hand it over to (a representative of) 9c Climbing. This is not necessary if 9c Climbing has offered to collect the product himself. Consumer will in any case have complied with the time for returning goods if he sends the product back before the withdrawal period has lapsed.
- 7.3. Consumer returns the product with all relevant accessories, if reasonably possible in the original state and including the packaging, and in accordance with the reasonable and clear instructions provided by 9c Climbing.
- 7.4. The risk and the burden of proof for exercising the right of withdrawal correctly and in time rest upon Consumer.
- 7.5. Consumer bears the direct costs of returning the product, unless 9c Climbing indicates in writing to bear the costs itself.
- 7.6. If Consumer exercises his right of withdrawal from outside the EU, costs arising from import duties, or other taxes, fees or charges imposed by customs or other authorities in the receiving country, will not be reimbursed by 9c Climbing to Consumer.
- 7.7. If Consumer exercises his right of withdrawal, after first explicitly having asked that the service provided shall be implemented in a limited volume or a given quantity during the period of withdrawal, Consumer shall owe 9c Climbing a sum of money that is equivalent to that proportion of the contract that 9c Climbing has fulfilled at the moment of withdrawal, in comparison with fulfilling the contract entirely.
- 7.8. Consumer shall bear no costs for the entire or partial supply of digital content that is not supplied on a material medium, if:
 - a) prior to delivery, he did not explicitly agree to commencing fulfilment of the contract before the end of the period of withdrawal;
 - b) he did not acknowledge having lost his right of withdrawal upon granting his permission.
- 7.9. If Consumer exercises his right of withdrawal, all supplementary agreements are legally dissolved.

Article 8. 9C CLIMBING'S OBLIGATIONS IN A CASE OF WITHDRAWAL

- 8.1. If 9c Climbing makes it possible for Consumer to declare his withdrawal via electronic means, then after receiving such a declaration, he sends immediate confirmation of receipt.
- 8.2. 9c Climbing reimburses Consumer with all payments as soon as possible though at the latest within 5 working days after the day 9c Climbing has received the returned product.
- 8.3. Any shipping costs charged to Consumer will only be reimbursed if all items ordered together are returned. In the event that, due to the return of one or more items in an order, the remaining order value falls below the threshold for free shipping, 9c Climbing is entitled to deduct the shipping costs from the amount to be reimbursed.
- 8.4. For any reimbursement, 9c Climbing will use the same payment method that was initially used by Consumer, unless Consumer agrees to another method. Reimbursement is free of charge for Consumer, subject to any costs potentially charged by Consumers own bank.

- 8.5. If Consumer chose an expensive method of delivery in preference to the cheapest standard delivery, 9c Climbing does not have to reimburse the additional costs of the more expensive method.

Article 9. PRECLUDING THE RIGHT OF WITHDRAWAL

9c Climbing precludes the right of withdrawal for the following products and services:

- 9.1. Service contracts, after full completion of the service, but only if:
- a) implementation started with the explicit prior agreement of Consumer; and
 - b) Consumer declared having lost his right or withdrawal as soon as 9c Climbing had completed the contract in full;
- 9.2. Products manufactured according to Consumer's specifications, which were not prefabricated and were made based on Consumer's specific choice or decision, or which are clearly intended for a specific person;
- 9.3. Products subject to rapid decay or with a limited shelf-life;
- 9.4. Sealed products that, for reasons relating to the protection of health or hygiene, are unsuited to returning and whose seal was broken subsequent to delivery;
- 9.5. Products that, due to their nature, have been irretrievably mixed with other products;
- 9.6. Alcoholic drinks whose price was agreed when concluding the contract, but the delivery of which can only take place after 30 days, and the actual value of which depends on market fluctuations over which 9c Climbing has no influence;
- 9.7. Sealed audio/video-recordings and computer apparatus whose seal was broken after delivery;
- 9.8. Papers or magazines, except for subscriptions;
- 9.9. The delivery of digital content other than on a material medium, but only if:
- a) the delivery commenced with Consumer's explicit prior agreement, and
 - b) Consumer declared that this implied his having lost his right of withdrawal.

Article 10. THE PRICE

- 10.1. During the period of validity indicated in the offer, the prices of the products and/or services being offered will not be increased, except for price changes in VAT-tariffs or other government charges.
- 10.2. Price increases for extended duration transactions, within 3 months after the contract was concluded are only permitted if they are the result of statutory regulations or stipulations.
- 10.3. Price increases as of 3 months after the contract was concluded are only permitted if 9c Climbing stipulated as much and:
- a) they are the result of statutory regulations or stipulations; or
 - b) Consumer is authorized to terminate the contract on the day on which the price increase takes effect.
- 10.4. Prices stated in offers of products or services include VAT.

Article 11. CONTRACT FULFILMENT AND GUARANTEE

- 11.1. 9c Climbing guarantees that the products and/or services fulfil the contract, the specifications stated in the offer, the reasonable requirements of reliability and/or

serviceability and the statutory stipulations and/or government regulations that existed on the date that the contract was concluded.

- 11.2. In case the products and/or services do not meet the specifications as described in paragraph 1, Consumer shall, as soon as possible but at least within 30 days (14 days in case of clearance items or items with a limited shelf life), unequivocally make this known to 9c Climbing.
- 11.3. As soon as possible, but at least within the period mentioned in paragraph 2, Consumer will return the product or hand it over to (an authorized representative of) 9c Climbing. This is not necessary if 9c Climbing has offered to collect the product itself.
- 11.4. 9c Climbing is entitled to, in case of safety equipment, rely on the judgment of its supplier, manufacturer or importer regarding the soundness of the product. The opinion of the manufacturer is in these cases binding, for both Consumer and 9c Climbing.
- 11.5. In the event that the products and/or services do not meet the specifications as described in subsection 1, 9c Climbing will, in consultation with the Consumer, take care of the delivery of replacement products and/or services (provided they are still in stock), or refund all payments, including the costs of return shipment.
- 11.6. In case the ordered products have been sent, but are unexpectedly not delivered, Consumer must report this within 30 days at the latest. If Consumer fails to report the non-delivery within this period, all rights to compensation lapse.
- 11.7. Any shipping costs charged to Consumer will only be reimbursed if all items ordered together are returned. In the event that, due to the return of one or more items in an order, the remaining order value falls below the threshold for free shipping, 9c Climbing is entitled to deduct the shipping costs from the amount to be refunded.
- 11.8. An extra guarantee arrangement offered by 9c Climbing, its supplier, manufacturer or importer can never affect the statutory rights and claims that Consumer can enforce against 9c Climbing on the grounds of the contract if 9c Climbing failed to fulfil his part in the contract.
- 11.9. An extra guarantee is defined as every commitment of 9c Climbing, his supplier, importer or manufacturer that grants Consumer rights or claims, in excess of those provided by law, for the event that he fails to fulfil his part in the contract.

Article 12. LIABILITY

- 12.1. 9c Climbing is not responsible and/or liable for any loss, damage be it direct, indirect, consequential or otherwise, personal injury, or costs of any nature whatsoever, which may be suffered by Consumer or third parties caused by the use of products or information provided by 9c Climbing and/or caused by access to and use of the website(s) of 9c Climbing or caused by the non-compliance by 9c Climbing to these Terms of Service, unless such loss and/or damage is the result of intentional act or omission, or gross negligence on the part of 9c Climbing.
- 12.2. If the above limitations of liability do not apply, liability of 9c Climbing will always be limited to the amount that Consumer was charged for the products.

Article 13. SUPPLY AND IMPLEMENTATION

- 13.1. 9c Climbing will take the greatest possible care when receiving and implementing orders for products and when assessing applications for the provision of services.
- 13.2. The place of delivery is deemed to be the address that Consumer makes known to the company.

- 13.3. Taking into consideration that which is stated in article 3 of these Terms of Service, the company will process accepted orders with efficient expedition, though at the latest within 14 days, unless a different period of processing has been agreed. Deliveries of orders to Consumer handled by third parties within a certain period cannot be guaranteed by 9c Climbing, although under normal circumstances delivery within 30 days is custom. Article 11.6 remains fully applicable. If the order cannot be processed, or only partially, Consumer will be informed about this at the latest 14 days after the order was placed. In this case, Consumer has a right to dissolve the contract free of charge.
- 13.4. 9c Climbing cannot be held liable for the consequences of late delivery, other than as described in the preceding paragraph.
- 13.5. Following dissolution in accordance with the third paragraph, 9c Climbing refunds Consumer immediately the sum he had paid.
- 13.6. The risk of damage and/or loss of products rests upon 9c Climbing up to the moment of delivery to Consumer or a representative previous designated by Consumer and announced to 9c Climbing, unless this has explicitly been agreed otherwise.
- 13.7. For deliveries outside the Netherlands, Consumer may have to pay import duties, or other taxes, fees or charges imposed by customs or other authorities in the receiving country. These costs and/or levies have to be paid by Consumer.
- 13.8. If Consumer refuses a delivery, or if an order cannot be delivered due to incorrect addressing, Consumer will be liable for the costs incurred.

Article 14. EXTENDED DURATION TRANSACTIONS: DURATION, PROLONGATION AND TERMINATION

Termination:

- 14.1. Consumer has a right at all times to terminate an open-ended contract that was concluded for the regular supply of products or services, subject to the agreed termination rules and a period of notice of one month.
- 14.2. Consumer has a right at all times to terminate a fixed-term contract that was concluded for the regular supply of products or services at the end of the fixed-term, subject to the agreed termination rules and a period of notice of one month.

Prolongation:

- 14.3. A fixed-term contract that was concluded for the regular supply of products or services may be automatically prolonged or renewed for a fixed period of time.
- 14.4. A fixed-term contract that has been concluded for the regular supply of products or services may only be automatically prolonged for an indefinite period of time if Consumer has at all times the right to terminate, with a period of notice of one month and, in the case of a contract to supply daily or weekly newspapers or magazines regularly but less than once per month, a period that of three months.

Duration:

- 14.5. If the fixed-term of a contract exceeds one year, then after one year Consumer has at all times a right to terminate, with a period of notice of one month, unless reasonableness and fairness dictate that premature termination of the contract would be unacceptable.

Article 15. PAYMENT

- 15.1. As far as no other date is stipulated in the contract or supplementary conditions, sums payable by Consumer should be paid in advance. In the case of a contract to provide a

service, a 14-day payment period starts on the day after Consumer received confirmation of the contract.

- 15.2. Consumer is obliged to report immediately to 9c Climbing any inaccuracies in payment data provided or stated.
- 15.3. If Consumer fails to fulfil his payment obligation(s) in good time, after 9c Climbing has informed Consumer about the late payment, Consumer is allowed 14 days in which to fulfil the obligation to pay; if payment is not made within this 14-day period, statutory interest will be payable over the sum owed and 9c Climbing has the right to charge reasonable extrajudicial costs of collection he has incurred. These costs of collection amount to, at the most: 15% of unpaid sums up to €2,500; 10% over the next €2,500; and 5% over the next €5,000, with a minimum of €60. 9c Climbing can make departures from these sums and percentages that are favourable to Consumer.

Article 16. GIFT CARDS

- 16.1. (Digital) Gift Cards can only be spent via the channel where the (digital) gift card was purchased.
- 16.2. A (digital) gift card entitles the bearer to pay for goods and services up to the balance of the (digital) gift card.
- 16.3. The balance of a (digital) gift card can be spent in parts, until the entire balance has been used.
- 16.4. If the balance of the (digital) gift card is insufficient to pay the entire purchase amount, the remaining amount can be paid via another means of payment.
- 16.5. A (digital) gift card cannot be exchanged for cash. The card is not a credit card, debit card or charge card. No change is given, but the remaining balance can be used for future purchases, provided the card has not expired.
- 16.6. The balance of the (digital) gift card cannot be used to purchase another (digital) gift card.
- 16.7. If an order has been paid for with a (digital) gift card and a refund has been requested, the amount paid with the (digital) gift card will be refunded to the (digital) gift card.
- 16.8. Purchased (digital) gift cards expire 2 years after purchase. (Digital) gift cards issued by 9c Climbing free of charge may have a shorter expiry date, with a minimum validity of 1 day from the date of issue.
- 16.9. 9c Climbing cannot be held liable for lost or stolen cards. In case of lost or stolen cards, the (digital) gift card cannot be blocked. Compensation or refund in case of loss or damage is not possible.
- 16.10. (Digital) Gift Cards cannot be subsequently deducted from an order.
- 16.11. If 9c Climbing has reasonable grounds to suspect that a (digital) gift card has been obtained, used, or applied to a purchase, in a fraudulent or unlawful manner or in any other way that violates these terms and conditions, or if a (digital) gift card is used in a manner that gives 9c Climbing reasonable grounds to suspect that it is unlawful or fraudulent, misleading unfair or otherwise detrimental to 9c Climbing, 9c Climbing's partners or 9c Climbing's customers, 9c Climbing reserves the right, without notice to the cardholder, and without offering a refund, to cancel, suspend, invalidate or refuse any such (digital) gift card, refuse, cancel, or limit orders, and charge money to alternative payment methods.

Article 17. FORCE MAJEURE

- 17.1. Notwithstanding the other rights to which it is entitled, 9c Climbing has the right in case of force majeure, at its own choice, to suspend the execution of the order of Consumer, or to dissolve it, by notifying Consumer thereof in writing immediately, but within 14 days at the latest, and without 9c Climbing being liable to pay any compensation, unless this would be unacceptable in the given circumstances according to standards of reasonableness and fairness.
- 17.2. Force majeure is understood to mean any shortcoming which cannot be attributed to 9c Climbing, because it is not due to its fault, nor is it to be accounted for by virtue of the law, legal act or generally accepted views. Force majeure includes in any case, but is not limited to: collapse of buildings, fire, flood, severe weather, explosion, accidents, war, terrorism, labour conflict (in which no employees of 9c Climbing are involved), acts of local or central government or other competent authorities, interruption or failure of utilities, interruption or failure of the website or IT system of 9c Climbing caused by third parties, or delays or non-performance caused by third parties including manufacturers and delivery companies.

Article 18. COMPLAINTS PROCEDURE

- 18.1. Consumer who has discovered shortcomings in the implementation of a contract must submit any complaints to 9c Climbing without delay, in full and with clear descriptions.
- 18.2. A reply to complaints submitted to 9c Climbing will be provided within a period of 30 days, calculated from the date of receipt. If it is anticipated that a complaint will require a longer processing time, then 9c Climbing will reply within 30 days, confirming receipt and indicating when Consumer can expect a more elaborate reply.
- 18.3. Consumer should give 9c Climbing a time period of at least 60 days to solve the complaint in joint consultation. After this period of time, the complaint becomes a dispute that is subject to the dispute's settlement scheme.

Article 19. DISPUTES

- 19.1. Contracts entered into between 9c Climbing and Consumer and which are subject to these Terms of Service are subject only to Dutch law.
- 19.2. All disputes that may arise in connection with the Contract to which these Terms of Service apply will (in the first instance) exclusively be settled by the competent court within the district where 9c Climbing is located, or, pursuant to the statutory provisions, by the competent subdistrict court, all this without prejudice to 9c Climbing's right to have any dispute settled by another competent body.
- 19.3. If there is uncertainty regarding the explanation of one or more provisions of these Terms of Service, then the explanation should take place 'in the spirit' of these provisions. The explanation of 9c Climbing is leading.
- 19.4. Should a situation arise between the parties that has not been regulated in these Terms of Service, then this situation should be assessed in the spirit of these Terms of Service. The explanation of 9c Climbing is leading.
- 19.5. 9c Climbing has taken the greatest possible care in translating these Terms of Service. However, in case of inconsistencies or conflicts, the Dutch version of these Terms of Service is decisive.

Article 20. FINAL PROVISIONS

- 20.1. 9c Climbing is entitled to change and/or supplement these Terms of Service at all times.
- 20.2. If one or more provisions in these Terms of Service are null and void or may be annulled, the remaining provisions of these Terms of Service will remain fully applicable. 9c Climbing and Consumer will then consult in order to agree on new provisions to replace the void or nullified provisions, whereby if and as far as possible the purpose and meaning of the original provision will be taken into account.
- 20.3. In the event 9c Climbing does not always require strict compliance with these Terms of Service, this does not imply that these Terms of Service are not (or no longer) applicable or that 9c Climbing would lose the right to require strict compliance with these Terms of Service in future, whether or not similar, cases.