Terms and Conditions Nikiforov B.V.

Last amended on 25 December 2024

1. DEFINITIONS

1. In these Terms, the terms below, always capitalized and used in both singular and plural, have the following meaning:
    a. Agreement: the agreement concluded between Nikiforov and the Customer and on the basis of which Nikiforov supplies the Products and/or services to the Customer and of which these Terms form an integral part;
    b. Authenticity Certificate: a formal document in the form of a digital record, intended to confirm the authenticity and origin of a specific Product, that can be accessed and retrieved via the designated URL , through NFC;
    c. Consumer: the natural person who does not act for purposes related to his trade, business, craft or professional activity and who has concluded the Purchase Agreement with Nikiforov;
    d. Customer: the natural or legal person who intends to conclude or who has concluded the Agreement with Nikiforov, regardless of whether he is a Consumer;
    e. Gift Cards: physical gift cards issued by Nikiforov, available through the Website, see also www.nikiforov.luxury/giftcards for more information;
    f. Integrated NFC Technology: a form of wireless data transfer that utilizes a Near Field Communication (NFC) microchip embedded in a Product and an NFC reader on a device, to share the Authenticity Certificate and other Product-related information from the NFC microchip to the device;
    g. Intellectual Property Rights: all intellectual property rights and related rights, including but not limited to: copyrights, trade secrets, database rights, domain name rights, trade name rights, trademark rights, design rights, neighbouring rights, patent rights and rights to know-how;
    h. NFC: a set of communication protocols that enables communication between two electronic devices over a distance (Near Field Communication), which may be used in the Products in tag form;
    i. Nikiforov: the private company with limited liability Nikiforov B.V., established at Reaalruwe 37 (6218 CM) Maastricht, the Netherlands, registered in the trade register of the Dutch Chamber of Commerce under number 88044009;
    j. Order: the request or instruction of a Customer on the Website to purchase (a) specific Product(s);
    k. Offer: the offer that Nikiforov makes or has made on its Website for the delivery of Products and/or services related thereto;
    l. Personal Data: personal data within the meaning of Article 4.1 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
    m. Privacy Statement: the privacy statement of Nikiforov, available via [www.nikiforov.luxury/privacystatement];
    n. Product: a product offered for sale on the Website, excluding Gift Cards;
    o. Right of Withdrawal: the possibility of the Consumer to rescind the Distance Agreement within the Withdrawal Period without stating reasons;
    p. Terms: these terms and conditions, that can be consulted via www.nikiforov.luxury/termsandconditions;

q. Website: the website of Nikiforov, available via www.nikiforov.luxury, including all underlying web pages;
r. Withdrawal Period: the period within which the Consumer can make use of his Right of Withdrawal.

2. GENERAL

1. This Website is operated by Nikiforov B.V.. Nikiforov offers this Website, including all information, tools and services available from this site to the Customer, conditioned upon the Customer's acceptance of all terms, conditions, policies and notices stated here.
2. These Terms apply to the use of the Website, the Offers, the Order, the Agreement, the delivery of Products and/or Nikiforov's related services. Nikiforov is at all times entitled to amend and/or supplement these Terms. The most recent Terms will be available on the Website or will be brought to the attention of the Customer during the performance of the Agreement. If the change in the Terms results in the performance to be provided by Nikiforov deviating substantially from the performance promised by Nikiforov, then the Customer has the right to rescind the Agreement.
3. The version of the Terms that will apply to the specific Order of the Customer, will be the version available on www.nikiforov.luxury at the time the Customer places that Order.

3. IDENTITY OF THE SELLER

Nikiforov B.V.
Reaalruwe 37
6218 CM Maastricht
The Netherlands
info@nikiforov.luxury
(Dutch) Chamber of Commerce number: 88044009
VAT number: NL864485992B01

4. USE AND RESTRICTIONS TO THE WEBSITE

1. The Customer acknowledges and agrees that Nikiforov, in its sole discretion and without notice or obligation to Customer, may temporarily or permanently suspend or discontinue any access to the Website
2. Besides purchasing Nikiforov's Products offered on the Website, its contents and the Products are meant for personal, noncommercial use. By using the Website Customer agrees not to alter, copy, publish, transmit, distribute, create derivative works, sell or exploit any part of the Website and its contents.
3. Any unauthorized use, including but not limited to replicating the Products or Gift Cards, in whole or in part, can constitute a violation of Nikiforov's Intellectual Property Rights. Nikiforov reserves the right to take legal action against individuals or entities infringing upon these rights.
4. Nikiforov may apply quantity limitations on Orders made on this Website at its sole discretion.

5. ACCOUNT

1. The Customer can register an account on the Website. To register an account, the Customer must use a valid email address and the correct personal information. The Customer represents and warrants that the information provided is correct and complete and that it is kept up-to-date, correct and complete during the use of the account.
2. The Customer's account is strictly personal. The Customer may not forward the account or have it used by anyone else.
3. The Customer is responsible for the security of the account, including but not limited to keeping (the combination of) access keys secret.

4. Nikiforov assumes that all actions with the account, including placing Orders, are performed by the Customer. The Customer is fully responsible and liable for all actions performed through the account.
5. The Customer must immediately contact Nikiforov if the Customer suspects and/or detects unauthorized use of his account. In such a case, Nikiforov may decide to close the account (temporarily or otherwise) or to take other measures.
6. Nikiforov reserves the right to close or suspend access to the Customer's account at any time.

6. PRODUCT PRESENTATION ON THE WEBSITE

1. Products showcased on the Website are represented through digital images of the actual products. Slight disparities between these visual representations and the actual appearance of the products do not qualify as defects in the Ordered products.

7. FORMATION OF THE AGREEMENT

1. Once the Customer has placed an Order, if the Customer has supplied Nikiforov with the Customer's email address, the Customer will receive a confirmation. Nikiforov will fulfill the Order in accordance with this confirmation.
2. If, for any reason, Nikiforov cannot or decides not to process/fulfill the Customer's Order (see also Articles 8 and 9), Nikiforov will inform the Customer at the earliest opportunity. If Nikiforov has already received payment for the Order, Nikiforov will try to give the Customer a refund using the same payment method the Customer used. If a different arrangement is necessary, Nikiforov will inform the Customer as such in Order to settle the refund.

8. PERFORMANCE OF THE AGREEMENT

1. Nikiforov will make commercially reasonable efforts to perform the Agreement for the benefit of the Customer.
2. All activities performed by Nikiforov are performed on the basis of a best-efforts obligation.
3. The Customer acknowledges that the performance of the Agreement also depends on its cooperation with Nikiforov. The Customer therefore provides all required cooperation to enable Nikiforov to perform the Agreement in a timely and correct manner. This in particular means that the Customer provides all data and information which Nikiforov indicates is necessary or desired, or which the Customer should reasonably understand to be necessary for the performance of the Agreement, in a timely and correct manner and that the Customer cooperates in a timely manner. If the Customer fails to provide the necessary or desired data and information and/or to cooperate, Nikiforov cannot guarantee the consequences and is not liable for them.
4. The Customer acknowledges and accepts that Nikiforov may also be dependent on the services and/or goods of third parties in the context of performing the Agreement. To the extent permitted by mandatory law, Nikiforov is not liable for (the use of) the services and/or goods of third parties.
5. Time periods mentioned by Nikiforov with regard to the performance of the Agreement and/or the completion thereof are always indicative in nature. These periods are never strict deadlines. If a period is exceeded, Nikiforov will only be in default if the Customer sends a notice of default to Nikiforov, granting Nikiforov a reasonable period of time to comply.

9. DELIVERY OF PRODUCTS

1. Shipment of the Products is worldwide, subject to the conditions outlined in other provisions, including but not limited to par. 9 and 10 of this article.
2. Nikiforov makes commercially reasonable efforts to deliver the Product(s) to the Customer in accordance with the Agreement.
3. The place of delivery is the address that the Customer has made known to Nikiforov before the delivery.

4. Nikiforov makes commercially reasonable efforts to deliver the Product(s) to the Customer within the agreed delivery period.
5. All delivery times are indicative. The Customer cannot derive any rights from any stated delivery times. Exceeding a delivery term does not entitle the Customer to claim compensation.
6. Nikiforov and Customer may agree on a delivery period longer than 30 days after the conclusion of the agreement. This could be particularly, but not exclusively, the case with Products designated as "pre-order." Nikiforov shall communicate such an extended delivery time to the Customer before the conclusion of the Agreement. If the delivery period is extended after the conclusion of the Agreement, Nikiforov shall notify Customer immediately. In this case, Customer has the right to rescind the Agreement. However, the Customer shall in no case have the right to rescind the Agreement in case of the delivery of Products manufactured according to the Customer's specifications, which are not prefabricated and which are manufactured on the basis of an individual choice or decision of the Customer, or which are clearly intended for a specific person.
7. When the Customer places an Order, the Customer agrees to the possibility of Nikiforov making partial shipments if necessary.
8. If the delivery of an ordered Product proves to be impossible, Nikiforov will make commercially reasonable efforts to make a replacement Product available to the Customer. Any price difference will be at the expense and risk of the Customer.
9. The risk of loss, theft, misappropriation or damage to the delivered Product(s) transfers to the Customer at the time when they are placed in the actual possession of the Customer or an auxiliary person of the Customer.
10. Nikiforov adheres strictly to international trade laws and sanctions. Consequently Nikiforov does not ship Products to countries or regions that are subject to international sanctions imposed by relevant international bodies/governments, e.g., the European Union, the United Nations, etc.
11. Nikiforov reserves the right, at its discretion, to refuse or cancel any Order for any reason, including, but not limited to: product availability, shipping restrictions, or risks that are identified after the Order confirmation was sent, especially those associated with geopolitical circumstances or any other situations that might jeopardize the secure and lawful delivery of the Product(s).
12. In case the Order does not arrive by the expected/scheduled date, please visit the contact page for further information and help.

10. RESPONSIBILITIES OF THE CUSTOMER

1. The Customer is responsible for providing Nikiforov a correct and complete email and delivery address.
2. Customers are responsible for compliance with all applicable laws and regulations related to the purchase, transport and delivery of the Product(s) in their respective country or region. This includes that the Product can be lawfully imported to the destination country. By placing an Order on the Website, Customer acknowledges and agrees not to import, sell or otherwise transfer or distribute the Products in a manner that violates any applicable laws.

11. PRICES AND DELIVERY CHARGES

1. The Product prices offered are shown in Euro (€/EUR), including value added tax (VAT) though excluding a possible delivery charge as well as import taxes or customs duties
2. Nikiforov reserves the right to change at any time the prices of its Products. The price(s) that will be invoiced and actually charged for the Product(s) are the one(s) displayed on the Website's checkout page when placing the Order(s).
3. Nikiforov offers shipping with standard or express delivery. In case the Customer chooses standard delivery, the shipping costs associated with the delivery of the purchased Product(s), will be borne by Nikiforov. If the Customer wishes to receive the Product(s) faster than would

normally be the case with standard delivery, the Customer can choose express delivery. In the case of express delivery, the shipping costs are borne by the Customer. Unless the courier exclusively offers express delivery for imports into the relevant country, the costs shall be free of charge to the customer.

4. No import duties or customs fees: all applicable import taxes, duties, and customs fees are borne by Nikiforov. Accordingly, Customers will not be responsible for any additional charges related to the import of the goods into their country or region.
5. From time to time, Nikiforov may provide discounts or other promotions on the Website. It is important to note that unless expressly stated otherwise, these promotions cannot be combined.

12. INSPECTION AND NON-CONFORMITY

1. The Customer is obliged to inspect the delivered Product(s) immediately after delivery.
2. If the Customer identifies a non-conformity in the delivered Product, e.g., defects in materials, workmanship or divergence from the specifications and description as stated on the Website with regard to that Product, the Customer should report this to Nikiforov in writing immediately, but at the latest within 14 (fourteen) days after delivery, unless mandatory law prescribes a longer term. The complaint should include a detailed description of the non-conformity issue and, where possible, photographic evidence. After the expiry of the aforementioned period, the delivered goods are considered irrevocably and unconditionally accepted by the Customer.
3. The Customer shall at all times enable Nikiforov to check any complaint and shall provide all reasonable cooperation in this regard.
4. If the Product is indeed non-conforming, Nikiforov will offer an appropriate remedy, which may include repair, replacement, or a refund.
5. If a return of the Product is necessary, Nikiforov will provide instructions on how to proceed. The Consumer will not bear the costs for returning non-conforming Products.
6. Nikiforov is not liable for non-conformities arising from improper use, accidental damage or normal wear and tear post-delivery.
7. Unless mandatory law prescribes otherwise, violations of the provisions in this article by the Customer lead to the forfeiture of any right of complaint of the Customer.

13. COMMUNICATIONS

1. Order-related communications: communications such as Order confirmations, Order updates, delivery status as well as newsletters and promotional activities, will be sent to the email address that was provided by the Customer when placing the Order.
2. NFC: Nikiforov's Products may be embedded with an NFC tag, enabling access to specific Product information. Utilizing this technology, Customers can use their smartphone or other devices with NFC-reading capability to access details about their Product. This includes details regarding the history of the Product, material usage as well as an Authenticity Certificate.
3. By purchasing a Product with NFC, the Customer consents to engage with the (interactive) functionalities provided via the designated URL through the NFC tag, acknowledging that the designated URL is the primary medium for access to Product details (see Article 14).
4. Technical Support: in the event of technical issues or difficulties in access to the Customer's account or access to communications via email or Product details via the NFC tag, Customers are encouraged to contact Nikiforov's support team via support@nikiforov.luxury.

14. AUTHENTICITY CERTIFICATE

1. Nikiforov provides an Authenticity Certificate for its Products which are equipped with an NFC tag, which Authenticity Certificate can be accessed by the Customer through interacting with the NFC tag and retrieved on the Customer's phone or other devices with an NFC reader (see also Article 13).

2. The Authenticity Certificate is intended to confirm the genuineness of the Product and the materials used.
3. The Customer is responsible for ensuring the security of the information obtained through the Authenticity Certificate. Any misuse or unauthorized sharing of this information is strictly prohibited.
4. To keep ensure the authenticity of the Products, Customer is prohibited from, amongst others:
    a. cutting out or otherwise removing an NFC tag from the Products;
    b. biting and/or swallowing a Product's NFC tag;
    c. Hard bending and/or buckling a Product's NFC tag;
    d. Causing the NFC tag to no longer be used for its intended purpose;
    e. Otherwise damage the NFC tag.
5. Nikiforov makes reasonable efforts to ensure the accuracy of the information provided through the Authenticity Certificate. It is, however, provided "as is", without any guarantees, express or implied, regarding its accuracy, completeness or fitness for a particular purpose.
6. Nikiforov retains all Intellectual Property Rights related to the Authenticity Certificate. The Customer may not reproduce, distribute, or modify the Authenticity Certificate and the information accessed through it, without prior written consent from Nikiforov.
7. In the event of any discrepancies or concerns regarding the Authenticity Certificate, the Customer is encouraged to contact Nikiforov for clarification or assistance via support@nikiforov.luxury.
8. Nikiforov reserves the right to modify, suspend, or discontinue the Authenticity Certificate at any time without prior notice.

15. THE RIGHT OF WITHDRAWAL FROM THE AGREEMENT AND RETURNS

1. <u>The Right of Withdrawal:</u>
   As is outlined in the Dutch Consumer Code, Consumers have a Right of Withdrawal from the Agreement up to 14 (fourteen) days after receipt of the Product(s) by the Consumer, or by a third party designated by the Consumer other than the carrier, without stating reasons and without bearing any costs, except the costs of returning the Product(s), if necessary. If the expiration of the Withdrawal Period falls on a Saturday, Sunday, or a public holiday, it will be extended to the next business day.
2. The Consumer can notify Nikiforov of the Consumer's decision to withdraw from the Agreement by contacting Nikiforov via the contact page on the Website. Nikiforov will then immediately send an acknowledgement of receipt of the withdrawal decision by email. In order for the withdrawal period to be respected, the Consumer must send the notice of withdrawal before the expiry of the aforementioned fourteen (14) day period.
3. The Consumer must return the Product(s) to Nikiforov no later than fourteen (14) days after notification of the Consumer's decision to withdraw from the Agreement. The Product(s) must be returned in perfect and undamaged condition and within the original packaging. The Product(s) must be sent to:

   Nikiforov B.V.
   Reaalruwe 37
   6218 CM Maastricht
   The Netherlands

4. The costs for returning a Product are borne by the Consumer.
5. Nikiforov initiates a refund as soon as possible, aiming to utilize the same payment method(s) used by the Consumer for the purchase(s), as expeditiously as possible, and no later than fourteen (14) days from the receipt of the returned Product(s). In the event of a return of a Product purchased using a Gift Card, the amount to be refunded will be (partly) credited back to

the Gift Card that was used for the purchase. The foregoing will be contingent upon Nikiforov having received the returned Product(s) or sufficient proof of the return shipment of the Product(s). In the event that Nikiforov opts to use an alternative method for the refund, Nikiforov will seek the Consumer's consent. This will, however, not result in any additional charges.

6. Nikiforov guarantees a full refund for any returned Product(s), provided that the Product(s) are returned in the same (excellent) condition they were in upon the Consumer's receipt and within the original packaging. This means that the items should not have been damaged, soiled, washed or altered after receipt and that any labels or tags, including the NFC tag, are intact and not removed.
7. Nikiforov is not responsible for currency fluctuations that occur when issuing refunds to a credit or debit card denominated in a currency other than euro.
8. However, the Consumer shall in no case have Right of Withdrawal in a Consumer Purchase concerning the delivery of Products manufactured according to the Consumer's specifications, which are not prefabricated and which are manufactured on the basis of an individual choice or decision of the Consumer, or which are clearly intended for a specific person.

16. PAYMENT (METHODS)

1. In the event payment of a due amount has not been received by Nikiforov or in case of irregular payment, Nikiforov reserves the right to suspend or cancel the Order and/or delivery of the Product(s).
2. Nikiforov can offer the Customer several payment methods (depending on the country of residency): credit card, iDeal, PayPal and Nikiforov's own Gift Cards. Detailed information, such as terms and conditions on payment methods can be found on the official website of the respective supplier or platform.

Payment before delivery

(i) Credit card

The Customer can enter payment information when placing the Order, using a valid credit card. The applicable amount will be reserved on the Customer's card, but won't be charged until the dispatch of the ordered Product(s). Nikiforov maintains the right to verify the validity of the credit card's, its credit value in relation to the Order value and the accuracy of the Customer's address information. Depending on the outcomes of these checks, Nikiforov reserves the right to decline the Order. Please note that any associated bank fees will be borne by the Customer. The Product(s) will be sent once the bank or credit card company has verified that the payment has been completed.

(ii) iDeal

Upon choosing iDeal, the Customer will be directed to the Customer's bank's secure environment to complete the payment. The amount will be deducted from the Customer's bank account. The Order will be processed once confirmation of the successful iDeal is received by Nikiforov. Nikiforov may decline the Order if any concerns arise regarding the validity or authorization of an iDeal payment transaction.

(iii) PayPal

Upon choosing PayPal, the Customer will be directed to the PayPal secure environment to complete the payment. The amount will be deducted from the Customer's selected PayPal funding source, such as the PayPal balance or linked payment method. The Customer's Order will be processed once confirmation of the successful PayPal payment is received by Nikiforov. Nikiforov may decline the Order if any concerns arise regarding the validity or authorization of a PayPal payment transaction.

(iv) Gift Cards

The Gift Cards issued by Nikiforov are a valid method of payment for purchasing Products from the Website, see also www.nikiforov.luxury/giftcards for more information. Nikiforov does not accept gift cards issued by third parties. By redeeming a Gift Card from Nikiforov, the Customer agrees to adhere to the following terms and conditions associated with the use of these Gift Cards

- To redeem a Gift Card, the Customer must enter the code, which is provided by Nikiforov on a separate business card supplied separately from the Gift Card, during the checkout process. The value of the Gift Card will be applied to the total cost of the Customer's Order. If the value of the Order exceeds the value of the Gift Card, the Customer will be required to pay the remaining balance using a payment method accepted by Nikiforov.
- The Gift Cards are only redeemable for the purchase of non-discounted Products.
- Only one Gift Card may be used per Order.
- Gift Cards must be redeemed at the time of purchase and cannot be redeemed retroactively on past Orders.
- Gift Cards have an expiration date of five (5) years. The validity period is also stated on the business card, which is provided separately from the Gift Card. Expired Gift Cards will not be accepted by Nikiforov.
- Gift Cards cannot be exchanged for cash, refunded, or returned for a cash equivalent.
- Lost or stolen Gift Cards cannot be replaced or refunded.
- Gift Cards may be subject to additional terms and conditions, which will be provided at the time of issuance.
- Nikiforov reserves the right to cancel or void Gift Cards or refuse a transaction if Nikiforov suspects any misuse or fraudulent activity.

3. In case Customer purchases a Product, receives a Gift Card, and then returns the Product, the Customer is obliged to return the Gift Card along with the Product, and Nikiforov is entitled to make the Gift Card unusable.
4. Any disputes or issues related to the Customer's payment and the abovementioned payment methods, should be addressed via the contact page.
5. Nikiforov reserves the right to assign or pledge to third parties any claim(s) for payment which have arisen in connection with the delivery of the Product(s).
6. Sales via the Website are intended for non-business Customers, and VAT at the rate applicable in the country of delivery will be charged.

17. LIMITATION OF LIABILITY

1. Nikiforov does not accept any liability for damage resulting from the provision of the services and/or the Products or from tort or otherwise, insofar as this is permitted by mandatory law.
2. Without prejudice to the foregoing, if Nikiforov is liable to the Customer for damage, for whatever reason, then Nikiforov is, to the extent permitted by mandatory law, only liable for direct damage suffered by the Customer per event (a series of successive events counts as one event) up to the amount paid out under the Nikiforov's insurance in the relevant case.
3. If, and for whatever reason, no payment should be made under an insurance policy or no insurance taken out for the specific event, insofar as this is permitted by mandatory law, the liability of Nikiforov is limited to a maximum of the amount that Nikforov has received from the Customer for the performance of which the damage is a consequence.
4. Direct damage is exclusively understood to mean:
    a. material damage to goods;

b. reasonable costs incurred to prevent or limit direct damage, which could be expected as a result of the event on which the liability is based; and
c. reasonable costs incurred to determine the cause of the damage.

5. Insofar as permitted by mandatory law and in deviation from the foregoing, the liability of Nikiforov due to death or physical injury is limited to an amount of € 1,250,000 (one million two hundred and fifty thousand euros).
6. Any liability of Nikiforov for indirect damage is excluded. Indirect damage is understood to mean all damage that is not direct damage, as defined above, including in any case consequential damage. Consequential damage includes losses, missed savings, reduced goodwill, damage due to business interruption, damage as a result of claims from customers of the Customer and costs incurred to prevent or determine consequential damage.
7. The exclusions and limitations of liability included in this article will only lapse in the case of intent and/or deliberate recklessness on the part of Nikiforov and/or its management.
8. Unless performance of the Agreement by Nikiforov is permanently impossible, Nikiforov's liability due to an attributable failure in the performance of the Agreement only arises if the Customer send Nikiforov a notice of default, whereby Nikiforov is granted a reasonable term to remedy the failure, and Nikiforov also after that term continues to fail attributably in the performance of its obligations.
9. Any claim for compensation by the Customer that has not been specified and explicitly reported by the Customer expires by the mere lapse of 24 (twenty-four) months after the claim arose. This does not affect the Customer's obligation to complain.
10. The Customer warrants the correctness and completeness of, and is responsible, for the data it provides to Nikiforov. Nikiforov is never liable for damage suffered by the Customer as a result of incorrect or incomplete information provided by it.

18. FORCE MAJEURE

1. Nikiforov cannot be held to fulfill an obligation under the Agreement nor is it liable towards the Customer in the event of force majeure. Force majeure includes illness of employees and/or absence of employees crucial for the delivery of the services and/or products, interruptions in the supply of electricity, strikes, riots, war, government measures, fire, natural disasters, floods, shortcomings of suppliers of Nikiforov, shortcomings of third parties engaged by Nikiforov, hardware failures, failures in (telecommunications) networks, epidemics, pandemics, government measures and all other external causes over which Nikiforov has no influence.
2. If the force majeure continues for at least 30 (thirty) days, both Nikiforov and the Customer are entitled to rescind the Agreement, without being obliged to pay compensation for any damage with regard to this rescission.

19. OWNERSHIP OF RIGHTS

1. All Intellectual Property Rights, including but not limited to copyrights and trademarks, related to Nikiforov's Products, services, content on www.nikiforov.luxury and content accessed and retrieved through Integrated NFC Technology, including but not limited to the Authenticity Certificate, shall at all times remain Nikiforov's property.
2. The Customer may not reproduce, copy, modify, distribute, display, or use Nikiforov's Intellectual Property Rights without Nikiforov's express written consent.
3. Products delivered will remain the property of Nikiforov, until completely paid for.

20. DATA PROTECTION

1. Nikiforov will store and process all Customer data solely in accordance with the relevant laws on data protection and will not keep Personal Data any longer than is necessary.
2. Information regarding the way in which Nikiforov uses the Customer's (Personal) Data and how cookies are used on the Website can be found in Nikiforov's Privacy Statement.

21. COMPLAINTS AND DISPUTE RESOLUTION

1. Complaints procedure: Nikiforov prioritizes its Customers' satisfaction and strives to resolve any disputes promptly. Should the Customer have any complaints or concerns regarding the Customer's Order, the Agreement or any aspect of Nikiforov's services, Nikiforov kindly requests the Customer to communicate this to Nikiforov by submitting the relevant details through the contact page available on the Website.
2. Dispute resolution: in the event that an issue cannot be resolved through Nikiforov's internal complaints procedure, Nikiforov is committed to seeking amicable solutions through alternative dispute resolution mechanisms. Nikiforov encourages its Customers to engage in dialogue with Nikiforov to explore mutually satisfactory solutions prior to resorting to legal avenues.
3. Applicable law and jurisdiction: this Website is hosted and operated in the Netherlands, pursuant to Dutch law. These Terms, as well as any disputes arising therefrom or in connection therewith, are governed by and construed in accordance with the laws of the Netherlands. Any legal actions, suits or proceedings arising out of these Terms shall be brought exclusively in The Netherlands, before the competent court in Limburg.

22. MISCELLANEOUS

1. If any part of these Terms is held to be invalid, illegal, unenforceable in any jurisdiction and/or found to be ineffective by any court or regulator, the other Terms shall continue to apply.
2. Nothing in these Terms shall affect any rights of Consumers to rely on mandatory provisions of local law.
3. Where these Terms use the words "written" or "in writing", this also means "electronically" or "digitally".
4. A deviation from these Terms is only valid if it has been expressly agreed in writing. Any verbal promises and agreements have no effect unless they have been confirmed in writing by Nikiforov.
5. Nikiforov is entitled to engage a third party for compliance with its obligations entered into in the Agreement with the Customer.
6. Nikiforov is entitled to transfer its rights and/or obligations arising from the Agreement to third parties, on the understanding that Consumer then has the authority to rescind the Agreement. The Customer is not entitled to transfer the rights and/or obligations arising from the Agreement to a third party.