

A large, light gray wireframe globe is centered in the background, showing the outlines of continents and latitude/longitude lines. Overlaid on the globe is the main title text.

General Terms and Conditions: Veko Lightsystems International B.V.



Solid Solutions. Smart Lighting.

Veko Lightsystems International BV
Witte Paal 38
1742 NL Schagen
+31 224 273 273

info@veko.com
www.veko.com

GENERAL TERMS AND CONDITIONS: VEKO LIGHTSYSTEMS INTERNATIONAL B.V.

Article 1	Definitions	Article 13	Price and costs
Article 2	General	Article 14	Payment
Article 3	Offers, contracts and agreements	Article 15	Collection charges
Article 4	Models/graphics	Article 16	Retention of title/lien
Article 5	Implementation of the agreement/assembly	Article 17	Warranty
Article 6	Amendment of the agreement	Article 18	Liability and indemnification
Article 7	Supply	Article 19	Intellectual property and copyrights
Article 8	Delivery, examination and claiming	Article 20	Packaging
Article 9	Transfer of title and risk	Article 21	Export
Article 10	Force majeure	Article 22	Disputes
Article 11	Suspension and termination	Article 23	Governing law
Article 12	Cancellation	Article 24	Deposit



GENERAL TERMS AND CONDITIONS: VEKO LIGHTSYSTEMS INTERNATIONAL BV

Article 1 Definitions

In these general Terms and Conditions the following terms in the following meaning are used, unless otherwise indicated:

Vendor:

Veko Lightsystems International B.V., the user of these general Terms and Conditions;

Purchaser:

the other party to the contract with Vendor;

Agreement:

agreement between Vendor and Purchaser;

Conditions:

these General Terms and Conditions used by Vendor.

Article 2 General

2.1 These Conditions apply to any contract, offer and agreement between Vendor and Purchaser, unless otherwise agreed upon by Vendor, expressly and in writing;

2.2 These Conditions also apply to all agreements with Vendor, for implementing, which Vendor uses the services of third parties;

2.3 The applicability of conditions of Purchaser is expressly excluded;

2.4 If Vendor enters into more than one agreement with Purchaser, all subsequent agreements will be subject to the present Conditions, irrespective of whether or not explicitly declared applicable;

2.5 Should any provision to these Conditions be invalid or void in whole or part, the remaining provisions of these Conditions shall not be affected and remain in full force.

Article 3 Offers, contracts and agreements

3.1 All offers, in whatever form, are without obligation, unless the offer contains a term for acceptance;

3.2 Agreements to which Vendor is a party, are only concluded:

a) after both parties have signed an agreement, which was drafted for that purpose, or;

b) after receipt and approval of the written acceptance by Purchaser of an offer made by Vendor, or;

c) in the absence of one of the aforesaid grounds, after delivery and acceptance of the products by Purchaser;

3.3 In case of oral agreements, the information on the invoice is considered to constitute the correct and complete representation of the agreement, unless a complaint is filed within fourteen days after the invoice date;

3.4 Should Vendor, during the implementation of a work, receive an oral assignment for additional work from Purchaser, or an employee or representative of Purchaser who at that time is present on the working location, and Purchaser, after the implementation of this additional work, has accepted this work or at least did not protest against the performed additional work, Vendor may assume that the additional work was performed at the express request of the other party and at the prices and rates

applied by Vendor;

3.5 If a natural person enters into an agreement on behalf of another natural person, he states - by signing the agreement - to be authorized to do so. This natural person, who signed the agreement, will be jointly and severally liable alongside the other natural person, for all obligations arising from the agreement;

3.6 Vendor reserves the right to refuse an assignment without giving reasons;

3.7 If the acceptance by Purchaser differs from the submitted offer, Vendor shall not be bound by it. In such case the agreement will not be concluded in accordance with the deviating acceptance, unless Vendor indicates otherwise;

3.8 The offered prices are in euro's excluding VAT, disposal contribution and/or other levies imposed by the authorities, taxes and furthermore excluding installation costs and commissioning costs, storage, packaging, shipping and any transport, repair, travel costs, unless the parties otherwise expressly agreed upon;

3.9 In case of cash on delivery, Vendor will each time charge the cash on delivery charges to Purchaser;

3.10 Vendor is entitled to charge administration fees for small orders;

3.11 Vendor is entitled to invoice the order amount in several instalments;

3.12 A combined quotation shall not oblige Vendor to carry out part of the order against a corresponding part of the offered price;

3.13 Offers shall not apply to subsequent orders.

Article 4 Models/graphics

4.1 If a model, demo or image is shown to Purchaser, it will be presumed to form a mere indication, unless it is expressly agreed that the product will be identical;

4.2 All models, images, numbers, sizes, weights or descriptions included in catalogues, website, offers and price lists only form a mere indication.

Article 5 Implementation of the agreement/assembly

5.1 Vendor will perform its obligations under the agreement to the best of its knowledge and ability and in accordance with the requirements of good craftsmanship, based on the scientific knowledge at that time in the Netherlands;

5.2 Vendor determines the manner in which the agreement is executed as far as the parties not expressly agreed otherwise in writing;

5.3 Vendor is not liable for damages of any kind, resulting from the provision by Purchaser of false and/or incomplete information, unless such inaccuracy or incompleteness should have been apparent by the Vendor;

5.4 If and insofar as is required for the proper execution of the agreement, Vendor has the right to engage the services of third parties;

5.5 If Purchaser has reserved the delivery of certain materials

and/or the execution of certain parts of the work, Purchaser is liable for non-timely delivery or non-timely execution;

5.6 Purchaser shall ensure that all data and approvals, which Vendor deems necessary or of which Purchaser should reasonably understand that these are necessary for the execution of the agreement, will be provided to Vendor in time. In case the data and approvals as required for the execution of the agreement are not provided to Vendor in time, Vendor is entitled to suspend the execution of the agreement and/or to charge any additional costs arising from the delay to Purchaser in accordance with the going rates;

5.7 If it is agreed that the agreement will be executed in phases, Vendor can suspend the execution of those parts of an upcoming phase until Purchaser approves the results of the preceding phase in writing;

5.8 If the commencement or progress of the work is delayed by factors for which Purchaser is responsible, Purchaser is obliged to reimburse the ensuing damages and costs to Vendor;

5.9 If work is carried out by Vendor or a third party engaged by Vendor in the execution of the agreement at the site of Purchaser or at a location designated by Purchaser, Purchaser must arrange for facilities when reasonably desired by the involved employees at no cost;

5.10 Purchaser must ensure that Vendor promptly has at its disposal:

- a) the building where the work should be performed, with paved floors that are freely available for climbing or rolling platforms;
- b) sufficient means for the supply and disposal of materials and devices via paved roads;
- c) connectivity for devices;
- d) possibility to store the light systems in the assembly area;

5.11 Assembly merely means the assembling of the light systems. Connecting the light systems to the power supply or making connections is not included in the offered price;

5.12 Lighting technical calculations are provided without obligation and approximately. Purchaser has to take into account a plus and minus tolerance due to unknown factors such as light and reflection tolerances;

5.13 Purchaser indemnifies Vendor against any claims made by third parties in connection with damages attributable to Purchaser, arising from the execution of the agreement.

Article 6 Amendment of the agreement

6.1 Should it, during the execution of the agreement, appear necessary for a proper execution of the agreement to modify and/or supplement the works that are to be carried out, the parties will promptly and in joint consultation change the agreement accordingly;

6.2 If the parties modify and/or supplement the agreement, the date of completion of the works can be affected. Vendor will then inform Purchaser of such fact as soon as possible;

6.3 Should a modification and/or supplement to the agreement have financial and/or qualitative consequences, Vendor will inform Purchaser as soon as possible;

6.4 If Vendor as a result of a modification to the agreement has to make new drawings, calculations, models, etc., Vendor will charge any related additional costs to Purchaser;

6.5 If a fixed price is agreed, Vendor shall indicate to what extent the modification or addition to the agreement affects the fixed price. When the agreed price will be exceeded, Vendor will consider this as extra work;

6.6 Settlement of more or less work will take place in the following cases:

- a) changes to the agreement or to the terms of execution;
- b) deviation from the provisional sum;
- c) deviation from deductible amounts;

6.7 Provisional sums are the amounts listed in the agreement and included in the contract price and are intended for either:

- a) the purchase of materials, or;
- b) the purchase of materials and processing them, or;
- c) the performance of works, which have not been adequately stipulated on the effective date of the agreement and need to be further specified by Purchaser.

The agreement will state what every provisional sum, relates to.

Article 7 Supply

7.1 Unless expressly agreed otherwise in writing, all goods shall be delivered FCA (named port or place of departure) except that maritime transport shall be delivered FOB (named port of shipment) (as defined in the Incoterms 2010) final destination determined by Vendor;

7.2 Delivery shall be completed as per the applicable Incoterm, but this shall not constitute acceptance of the goods;

7.3 In case Vendor delivers the goods to Purchaser, this will always be done to the delivery address most recently designated by Purchaser;

7.4 The goods will be delivered at the ground floor level of the project concerned, provided that the unloading or installation location is easily accessible by paved roads;

7.5 For the unloading of materials Purchaser must make sure assistance is available. Purchaser needs to take possession of the delivery immediately after it has been made available to him. When the delivery is made available to Purchaser or has been offered to him, but Purchaser for whatever reason has not taken possession of it, delivery will take place by a written notice of Vendor;

7.6 If Purchaser refuses the delivery or fails to provide information or instructions necessary for the delivery, the Vendor has the right to store the delivery at the expense and risk of Purchaser. In case Purchaser does not take possession of the delivery within three weeks, the Vendor is entitled to sell the products to a third party. If Vendor does not succeed in selling the goods to a third party, Vendor is entitled to destroy the products. Purchaser will be liable for any and all damages arising from the sale to a third party or destruction of the goods;

7.7 If Vendor needs data of Purchaser for the implementation of the agreement, the delivery period will commence after Purchaser has provided the data to Vendor;

7.8 If Vendor has specified a delivery period, such term serves only as an indication of the estimated delivery time. A specified delivery period therefore never constitutes a final deadline. When a term is exceeded, Purchaser must send the Vendor a written notice of default;

7.9 Vendor shall be entitled to invoice an advance. In such case the delivery to Purchaser or the execution of the agreement will take place after the advance has been paid, unless otherwise agreed upon.

Article 8 Delivery, examination and claiming

8.1 Purchaser is obliged to examine the purchased goods or engineered construction at the moment of delivery. Laments about the delivered goods should be reported within two days to Vendor through phone. Vendor should receive a written confirmation of the lament within five days after delivery. The notice of default should give a detailed specification of the defect, so Vendor is able to respond adequately;

8.2 Defacements of the packaging of the purchased goods should be noted on the packing slip/dispatch note and reported to Vendor in writing;

8.3 None of the following can lead to a claim:

- a) deviations in the photometric calculations;
- b) typesetting, printing or write errors in catalogues, website, offers and price lists;

8.4 Vendor shall deal with the lament immediately after it is reported;

8.5 A lament reported in time does not free Purchaser from the obligation to accept and pay the goods. Purchaser needs a written approval from Vendor on beforehand if Purchaser wishes to return the defected goods. Goods shall be returned undamaged and in the original packaging;

8.6 Vendor shall replace the goods in case of a legitimate complaint, unless replacement in the meantime has become arguably pointless for Purchaser. This exception shall be reported by the Purchaser in writing. The liability of Vendor is however limited by all that is stated in the articles about "Warranty" and "Liability and indemnification".

Article 9 Transfer of title and risk

9.1 The claims of Vendor, including haulage and tankage become immediately due if Purchaser refuses to receive the goods;

9.2 Title and risk of loss and/or damage to the delivered goods shall be transferred to Purchaser at the time of delivery (the moment on which the goods are delivered legally and/or economically, whereby Purchaser - or a third party appointed by Purchaser - will receive full unencumbered title to the goods) or when the goods are ready for deliverance and Purchaser has been notified about this in writing;

9.3 If Vendor takes care of the transport of the goods that are subject of the agreement, this transport will be the sole responsibility and risk of Purchaser. Purchaser himself needs to arrange a proper insurance.

Article 10 Force majeure

10.1 Parties are not obliged to perform if the failure or delay is due to causes beyond their reasonable control, that cannot be attributed to intent gross or negligence by the party relying upon this provision, nor come for their account according to the law, an action or generally accepted;

10.2 In these Terms and Conditions the definition of a force majeure is, next to what is stated in the Dutch law and results from the jurisprudence: all external causes, foreseen or unforeseen, which cannot be influenced by Vendor, but wherefore Vendor is unable to perform, including but not limited to strikes, computer malfunctions, power failures, traffic congestions, bad weather conditions, embargoes, theft, outbreak of fire, delays in delivery of materials;

10.3 If an event of force majeure occurs, the party injured by the other's inability to perform may suspend the agreement, in whole or part, for the duration of the force majeure circumstances.

If this period lasts longer than two months both parties may terminate the agreement in whole or in part, without the arising of an obligation to pay a reimbursement to the other party;

10.4 To the extent that Vendor at the time of the occurrence of an event of force majeure already partially fulfilled its obligations under the agreement or will be able to fulfil these, and the parts that have been, respectively still need to be, fulfilled represent an independent value, Vendor is entitled to charge each of these parts separately.

Article 11 Suspension and termination

11.1 Vendor is entitled to suspend or terminate the agreement in case:

- a) Purchaser does not, not promptly or not entirely fulfil its obligations under the agreement;
- b) following the conclusion of the agreement Vendor becomes aware of circumstances giving him good reason to believe that Purchaser cannot, not promptly or not entirely fulfil its obligations. If there is good reason to believe that Purchaser will not entirely or properly fulfil its obligations, suspension shall only be allowed as far as the shortcoming justifies such action;

c) Purchaser at the conclusion of the agreement is requested to provide security for the fulfilment of its obligations under the agreement and this security is not provided or is inadequate;

11.2 Moreover Vendor shall be entitled to terminate the agreement, if circumstances occur of such nature that fulfilment of the agreement becomes impossible or according to the requirements of reasonableness and fairness can no longer be required or if circumstances occur which are such that unaltered maintenance of the agreement cannot reasonably be expected;

11.3 If the agreement is terminated, all debts of Purchaser to Vendor will be immediately due and payable. If Vendor suspends the performance of its obligations, Vendor will retain its rights under law and the agreement;

11.4 Vendor at all time reserves the right to claim compensation of damages.

Article 12 Cancellation

12.1 If Purchaser, after the conclusion and before commencement of the execution of the agreement, cancels the agreement, 20% of the order amount (excluding VAT) will be charged as a cancellation fee, without prejudice to the right of Vendor to seek reimbursement for complete damages including lost profits;

12.2 If Purchaser, in case of cancellation, refuses to take up the already specifically for Purchaser purchased and/or produced goods, whether already processed or not, Purchaser will also be obliged to reimburse Vendor for all and any costs involved;

12.3 If a required product is (temporarily) not available, Purchaser will be informed of such fact by Vendor within one month after the order has been placed. In such case Purchaser is entitled to cancel the order free of charge. If Purchaser has already made the involved payment to Vendor, refund or settlement will be arranged;

12.4 Cancellation must be made by registered letter.

Article 13 Price and costs

13.1 Vendor is entitled to pass on a price increase to Purchaser after three months, if between the time of listing or quotation and execution of the agreement delivery prices of, for example, social security, taxes, exchange rates, wages, raw materials, semi-finished products or packaging material have increased by > 5%;

13.2 Vendor will annually adjust its prices to an inflation correction of at least 1.5%;

Article 14 Payment

14.1 Payment must be made within thirty days after the invoice date, unless otherwise agreed in writing. Objections to invoiced amounts will not suspend Purchaser's payment obligation;

14.2 If Purchaser remains in breach of its payment obligation, Purchaser will be in default by operation of law. Purchaser will then be charged an interest rate of 1.5% per month or a part thereof, unless the statutory interest rate or the statutory commercial interest rate is higher, in which case the higher rate applies.

The interest on the amount due and payable will be calculated from the time that Purchaser is in default until payment of the full amount;

14.3 In the event of liquidation, (request for) bankruptcy, receivership claim, death, the admittance of Purchaser to the statutory debt adjustment under the Debt Management Natural Persons Act (Wet Schuldsanering Natuurlijke Personen), seizure or (provisional) suspension of payment of Purchaser, all and any claims of Vendor towards Purchaser will be immediately due and payable;

14.4 Payments made by Purchaser will first be applied to settle all costs and interest payable and subsequently the principal sum and accrued interest;

14.5 Purchaser will not be entitled to set off any alleged counterclaims, unless Vendor unconditionally acknowledges such counterclaim.

Article 15 Collection charges

15.1 If Purchaser is in breach or default to (promptly) comply with its obligations, all reasonable costs incurred in obtaining out of court satisfaction will be borne by Purchaser. In case of a monetary debt Purchaser will at least owe collection costs. The collection costs are calculated according to the recovery rate as recommended by the Dutch BAR Association (Nederlandse Orde van Advocaten) in collection matters, with a minimum of € 350.00;

15.2 If Vendor has incurred higher costs, which were reasonably necessary, these costs will also be eligible for reimbursement. Judicial and enforcement costs will furthermore be borne by Purchaser.

Article 16 Retention of title/lien

16.1 All materials and other items supplied by Vendor, either processed or unprocessed, remain the property of Vendor until all obligations of all agreements with Vendor have been fulfilled by Purchaser;

16.2 Purchaser is not entitled to sell, pledge or otherwise encumber items subject to the retention of title;

16.3 Purchaser is obliged to insure all items subject to the retention of title at their new-for-old value. All and any insurance proceeds will replace the aforesaid items and accrue to Vendor;

16.4 In the event Vendor decides to exercise its property rights as referred to in this article, Purchaser states that it will grant unconditional and irrevocable consent to Vendor or a designated third party to have access to all sites and locations where the properties owned by Vendor are located and to subsequently retrieve these items;

16.5 Vendor has the right of retention of title as long as:

- a) Purchaser has not or not fully paid the costs of the works;
- b) Purchaser has not or not fully paid the costs of other previous works;
- c) Purchaser has not or not fully paid any other outstanding debts to Vendor;

In any event, Vendor will not deliver until Purchaser has paid all its outstanding debts to Vendor or only after Purchaser has provided sufficient security thereto.

Article 17 Warranty

17.1 General

17.1.1 The items supplied by Vendor meet the technical requirements and specifications laid down in Dutch legislation;

17.1.2 The warranty period starts with the date of invoice, provided that the purchase price has been fully paid by Purchaser to Vendor;

17.1.3 Vendor offers the possibility to Purchaser to purchase a service/maintenance plan during the warranty period;

17.1.4 After discovering a defect Purchaser must report the defect in writing to Vendor within thirty days;

17.1.5 Vendor guarantees a supply of identical luminaires or luminaires with a similar performance of up to ten years;

17.1.6 In the event of re-supply or subsequent supply of LED modules/luminaires, there may be differences in light colour/light radiance compared with the products supplied originally, caused by technical progress and ageing of the original product;

17.1.7 In the event of a registered failure > 5% within a period of two years after the product was commissioned, the Purchaser may contact Vendor, who will conduct an investigation.

If necessary, Vendor will contact their supplier and ask for their opinion. The advice of the supplier is binding. If the complaint proves justified, the faulty luminaires will be replaced free of charge while leaving the original warranty period intact;

17.1.8 Vendor can never be held liable for any consequential damage, including loss of profits, resulting from defects in the product;

17.1.9 So long as the Purchaser does not fulfil the obligations arising from the agreements entered into by the parties, neither of them can rely on these warranty provisions.

17.2 Warranty period

17.2.1 Vendor offers standard a five year warranty on line lighting with LED luminaires, but if the signed warranty certificate is returned to Vendor within one month after the start date, and if the technical specifications drawn up by Vendor at the time that the order was accepted show that the expected lifespan of line lighting with LED luminaires is at least ten years, a warranty period of ten years may be agreed;

17.2.1 Vendor offers a three year warranty for fluorescent luminaires;

17.2.3 For batteries providing power to emergency luminaires, Vendor offers a one year warranty, a two year warranty for emergency modules and a five year warranty for detectors;

17.2.4 For any other materials supplied, Vendor only guarantees correct functioning insofar as this has been guaranteed to Vendor by its suppliers and pursuant to the provisions concerning the warranty given to Vendor.

17.3 Provisions governing service and replacement work by Vendor

17.3.1 After Vendor has supplied and installed the lighting system without any faults, Vendor will check the installation if necessary once, free of charge, after two hundred operating hours or no later than one year after delivery and will also repair any defects.

The costs of a standard aerial work platform (up to 10 m high) will be paid by Vendor in that situation. If a standard aerial work platform cannot be used, the Purchaser must make sure that the lighting system is accessible safely;

17.3.2 If the warranty terms and conditions are met after the first period of one year, Vendor will supply replacement material free of charge. This replacement material will at least be of the same quality of the original material;

17.3.3 Replacement and maintenance work outside the terms and conditions of the warranty may be carried out by Vendor at the current rate for labour and mileage, including the costs of an aerial work platform;

17.3.4 Vendor is SCC certified; installers have the required personal protective equipment (PPE). The Purchaser must ensure a safe working environment for installers in accordance with the applicable health and safety regulations;

17.3.5 During the replacement or maintenance work, the luminaires must be freely accessible with a standard scissor lift. If this is not the case, any additional costs incurred as a consequence will be charged;

17.3.6 Vendor carries out replacement and maintenance work on working days between 7 am and 6 pm. The work should be allowed to be carried out without any interruption. If this is not possible, additional costs may be charged to the Purchaser;

17.3.7 Replacement and repair by the Purchaser of lighting lines originally installed by Vendor will be at their expense, unless prior permission has been granted by Vendor after considerations of fairness and reasonableness and on the basis of the rates applied by Vendor;

17.3.8 Consequently, Vendor reserves the right to turn down any retrospective claims for costs.

17.4 Terms and conditions of warranty

17.4.1 The products must be installed in accordance with the directions for use and the installation instructions (NEN1010, NEN3140). Installation instructions are supplied and can be found on the Veko website;

17.4.2 Vendor will be given access to the faulty product or system to check for non-compliance;

17.4.3 The product must not have been exposed to unacceptable concentrations of proscribed chemicals and vapours of these chemicals;

17.4.4 The product has not been in direct contact with moisture, unless this is allowed within the IP classifications;

17.4.5 The product must have been used within the designated IP class, temperature range and the correct mains voltage and frequency, all this in accordance with the European norms that were in force at the time the product was ordered;

17.4.6 There should not have been any abnormal conditions in the power supply, such as voltage pulses, or over/under voltages that exceed the threshold values for the products indicated on the driver or the pre-selection switch (and are therefore outside the EN50160 norm);

17.4.7 The product is used within the tolerances stated by Vendor in the specification and data sheets. The performance of Vendor luminaires is based on an ambient temperature of 25 °C unless agreed and recorded otherwise in writing;

17.4.8 Lumen depreciation exceeds L85B10 with due consideration for the points mentioned earlier.

17.5 Warranty limitations

17.5.1 Purchaser must submit proof of purchase in order to be eligible for cover;

17.5.2 Manufacturing defects do not cover any damage caused by inappropriate, careless and/or improper use /maintenance or

non-compliance with the directions for use/maintenance instructions provided on the part of the Purchaser;

17.5.3 The warranty covers repair or replacement of the item purchased, on the basis of a product for a product.

17.6 This warranty becomes null and void

17.6.1 In the event of alterations, modifications, mixing, changes or repairs of the supplied item by the Purchaser or by a third party;

17.6.2 In the event of single-handed introduction of additional components to the product other than of the Vendor brand or without a confirmation from Vendor in writing declaring that these components are compatible.

Article 18 Liability and indemnification

18.1 Should Vendor be liable, such liability is at all times limited as stipulated in this article;

18.2 Vendor shall never be liable for:

- a) deviations, damages, errors and defects regarding goods that have been approved by Purchaser and that have remained undetected;
- b) deviations, damages, errors and defects caused by incorrect installation or improper use by Purchaser or a third party;
- c) indirect damages, including consequential damages, lost profits, lost savings and damage due to business interruptions;
- d) damage caused by the rejection of raw materials due to amendments to environmental legislation following the conclusion of the agreement;
- e) damage caused by unlawful, improper or unprofessional use of the delivered goods by Purchaser or a third party or non-compliance with the user instructions;

18.3 In case Vendor is liable for damage, this liability is limited to the maximum amount paid by the insurer to Vendor, or at least to the maximum of the invoiced amount, or at least to the part of the invoice to which the liability relates;

18.4 Vendor is never liable for any damage resulting from provided advice. All provided advice is always based on facts and circumstances known to Vendor and in joint consultation, with Vendor continuously seeking to give guidance and reference to the intentions of Purchaser;

18.5 Any damage claims must immediately be made in writing to Vendor after the occurrence of the alleged damage;

18.6 The limitations of liability for damages included in these Conditions shall not apply if the damage is due to intent or gross negligence of Vendor or its subordinates.

Article 19 Intellectual property and copyrights

19.1 Without prejudice to these Conditions, Vendor will retain the rights and powers to which Vendor is entitled under intellectual

property laws and the Dutch Copyright Act (Auteurswet);

19.2 All goods sold and/or produced by Vendor and (light) designs, sketches, drawings, files, and brochures supplied by Vendor, are exclusively intended to be used by Purchaser and may not, without the prior consent of Vendor, be reproduced, sold, processed, modified, copied, reproduced, published or communicated to third parties, unless the nature of the sold goods or supplied documents implies otherwise.

Article 20 Packaging

20.1 All sustainable packaging provided by Vendor, should be returned empty, clean and undamaged within thirty days after delivery;

20.2 Purchaser will be charged with all costs made for repair, replacement or cleaning of the packaging;

20.3 A fee of € 25.00 will be charged for every month that the packaging is returned too late by Purchaser.

Article 21 Export

21.1 Payment of export transactions should be made per a confirmed and definite credential Issued and confirmed by a Dutch bank, unless agreed different upon in writing. Both transshipment and partial shipment are possible with this credential. The credential can be transmitted by Vendor;

21.2 Purchaser guarantees that an import licence will have been obtained, or will be obtained, if required to import the goods in the country of destination, in the absence of which Purchaser will be liable for the resulting damage.

Article 22 Disputes

All disputes, controversies or differences arising out of or in connection with this agreement, will initially be referred to the court in Alkmaar. This provision does however not deprive Vendor from the right to submit the dispute to the competent court by Dutch law or the Arbitration Board (Raad van Arbitrage).

Article 23 Governing law

Any and all agreements between Vendor and Purchaser shall be governed, construed and enforced in accordance with Dutch law, explicitly excluding the rules as stated in the Vienna Sales Convention.

Article 24 Deposit

These Conditions were filed at the office of the Chamber of Commerce (KvK) of Alkmaar with reference 37041869.