

General Terms and Conditions of:

EVA Optic B.V.
De Velde 1
8064 PH Zwartsluis
The Netherlands

Registration number Chamber of Commerce for "Oost Nederland": 08220828

Article 1: Definitions

In these General Terms and Conditions will be understood under:

1. Supplier: EVA Optic B.V. that concludes the agreement and applies these General Terms and Conditions.
2. Counterparty: the legal person that has given the commission to the Supplier to the execution of activities or has purchased a product or service from the Supplier.
3. Consumer: the natural person that does not act in the exercise of a profession or enterprise and from whom in that situation the stipulations included thereto shall apply.
4. In writing: the manner of communication per letter, e-mail, fax or any other manner of communication that can be regarded as equal thereto in view of the state of the technique and the opinions applicable in society.
5. Agreement: each agreement between the Supplier and the Counterparty to the execution of activities by the Supplier for the benefit of the Counterparty, in accordance with the stipulations in the order confirmation.

Article 2: Applicability

1. These General Terms and Conditions are applicable to all offers, designated offers, commissions, legal relations and to all agreements of purchase and sale or under whichever name, whereby the Supplier (shall) commit(s) himself to execute activities for the Counterparty, as well as to all activities deriving therefrom.
2. Deviations from and additions to these General Terms and Conditions are only valid if these have been agreed explicitly and in writing in, for instance, a (written) agreement or commission-confirmation.
3. In case these General Terms and Conditions and the agreement or order confirmation contain mutually conflicting and/or deviating terms and conditions, then the recorded terms and conditions as included in the order confirmation or in the agreement, unless it has been stipulated therein otherwise.
4. The applicability of the General Terms and Conditions of the Counterparty is explicitly rejected by the Supplier.
5. These General Terms and Conditions are also applicable to after orders or partial orders derived from the agreement.
6. If the Supplier has handed out these General Terms and Conditions already several times to the Counterparty, then there is an instance of a steady trade relation. The Supplier then does not have to hand over the General Terms and Conditions each time again to let these be applicable to following designated offers and/or agreements.
7. If the Supplier does not require each time strict compliance with these General Terms and Conditions, then this does not mean that these General Terms and Conditions are not applicable. The Supplier therewith does not lose the right to require in other cases indeed strict compliance with the General Terms and Conditions.
8. If one or more stipulations from these General Terms and Conditions are invalid or become invalidated, then the remaining stipulations of these General Terms and Conditions remain fully

applicable. If any stipulation of these General Terms and Conditions or of the agreement is not legally valid, then parties shall negotiate over the content of a new stipulation, which stipulation approaches the content of the original stipulation as much as possible.

9. If these General Terms and Conditions are drafted in another language than the Netherlands language, then the Netherlands text is in case of differences each time leading in the interpretation and the explanation of the stipulations.

Article 3: Conclusion agreements

1. The agreement is concluded after the Counterparty has accepted the offer made by the Supplier, also if this acceptance deviates on minor points from the offer. When the acceptance of the Counterparty however deviates on material points from the offer, then the agreement is only concluded if the Supplier has consented explicitly in writing with these deviations.
2. If the Counterparty without preceding offer grants a commission to the Supplier or places an order, then the Supplier is only bound to this commission or order after he has confirmed this in writing to the Counterparty.
3. The Supplier is only bound to oral agreements after he has confirmed these in writing to the Counterparty or as soon as the Supplier - without objection of the Counterparty – has begun with the execution of these agreements.
4. Additions to or changes of the General Terms and Conditions or the agreement only bind the Supplier after these have been confirmed in writing to the Counterparty.
5. The Supplier cannot be held to his designated offers or offers if the Counterparty reasonably can understand that the designated offers or offers, or a part thereof, contain an obvious mistake or writing error.

Article 4: Offers, designated offers, prices

1. All offers or designated offers by the Supplier are non-binding, unless they contain a term for acceptance. If a designated offer or offer contains a non-binding offer and this offer is accepted by the Counterparty, then the Supplier has the right to recall the offer no later than within two (2) working days after receipt of the acceptance.
2. The prices stated in the offers, designated offers, price lists etc. are exclusive of VAT and possible costs, such as transport costs, shipping costs, administration costs and declarations of involved third parties.
3. A composed price statement does not oblige the Supplier to delivery of a part of the offer included in this price statement against a related part of the price.
4. If the offer is based on data provided by the Counterparty and these data prove to be incorrect or incomplete or change afterwards, then the Supplier is authorised to modify the prices and/or delivery terms stated in the offer.
5. Offers, designated offers and prices do not automatically apply to after orders.
6. Displayed and/or provided samples and models, statements of colours, dimensions, weights and other descriptions in brochures, promotional material and/or on the website of the Supplier are as precise as possible, but apply only as designation. The Counterparty derive no rights there from.
7. The samples and models mentioned in the previous section remain property of the Supplier and must be returned upon his first request on costs of the Counterparty to the Supplier.
8.
 - a. If between the date of the conclusion of the agreement and the execution thereof for the Supplier (cost) price increasing circumstances occur as a consequence of laws and regulations, currency fluctuations or price changes at the third parties involved by the Supplier or suppliers etc., then the Supplier is authorised to increase the agreed price accordingly and to bring it into account to the Counterparty.
 - b. In case of price increases within 3 months after conclusion of the agreement, the Consumer is authorised to dissolve the agreement by means of a written declaration. If the Consumer has not

let be known to the Supplier within 30 days after notification of the price change, that he wishes to make use of his authority to dissolve, then the Supplier may rely on that the Consumer has consented with the price change.

Article 5: Provision data Counterparty

1. The Counterparty must ensure and undertakes that:
 - a. He shall make available to the Supplier timely all required and relevant data, at the discretion of Supplier, for the execution of the agreement or adequate advising, in the manner desired by the Supplier;
 - b. he shall directly inform the Supplier about developments, facts and/or circumstances relevant for the Supplier that are ongoing within his organisation and that are and can be of importance in connection with the execution of the agreement or the advice to be given;
 - c. he shall inform the Supplier in-between without delay about changes in the (desired) application of the product, the manner of installation, the environment factors etc., if the Counterparty knew or reasonably should know that these changes would be of influence on the agreement or the advice to be given;
 - d. information carriers, electronic files etc. possibly to be provided by the Counterparty to the Supplier are free of viruses and/or defects.
2. The stipulations in section 1 under a mean that the Counterparty prior to the agreement or the requested advice has the obligation to inform the Supplier about the (desired) application of the product, the manner of installation, the environment factors etc.
3. The stipulations in section 1 under b and c mean that the Counterparty has the obligation to actively keep the Supplier posted, not only prior to the agreement or the requested advice, but at all times of all relevant developments and changes, of which the Counterparty knows or should know that these are or can be of influence on the agreement or the requested advice.
4. The Counterparty ensures and warrants that the data provided by him are correct, complete and reliable, also if these originate from third parties, and safeguards the Supplier from claims of third parties that derive from the being incorrect and/or incomplete of the data.
5. The Supplier shall treat the data provided by the Counterparty as confidential and only provide these to third parties insofar this is necessary for the execution of the agreement.
6. If not timely compliance has taken place with the obligations mentioned in this article, then the Supplier is authorised to suspend the execution of the agreement or the advising till the moment that the Counterparty actually has complied with his obligations. The costs in connection with the incurred delay and other consequences that derive here from will be for the account and the risk of the Counterparty.
7. If and insofar the Counterparty requests so, the documents made available to Supplier will be returned to the Counterparty except for in case the Supplier has suspended the right to compliance with all of his obligations.

Article 6: Obligations of the Counterparty

1. All goods delivered by the Supplier shall solely be sold onward by the Counterparty in the original packaging originating from the Supplier or his supplier. The Counterparty may introduce no changes in the original packaging and must prevent damaging.
2. The Counterparty obliges to install or assemble, is and maintain the delivered goods or products in accordance with the enclosed manuals.
3. Changes or modifications in the installation or assembly, the use, or the use, the Counterparty must report within 24 hours to the Supplier, if the Counterparty knew or reasonably should have known that these changes or changes are of influence on the advice or the products of Supplier.

4. If the Counterparty does not comply with his obligations and the Supplier omits to request compliance by the Counterparty, then this does not affect the right of the Supplier to request compliance after all on a later time.

Article 7: Involvement third parties

1. The Supplier determines the manner in which and by which person(s) the agreement will be executed. If a good execution of the agreement requires this, then the Supplier has the right to let certain activities, manufacturing or deliveries be executed by third parties. The one and the other at the discretion of the Supplier.

Article 8: Delivery, delivery terms

1. All shipments will be sent under Incoterms EXW (Ex Works/Ex-Factory). This means that the Counterparty is responsible for payment of all shipping costs. These costs are inclusive of, but not limited to, shipment, insurance, import declaration, customs costs, taxes and levies.
2. Shipments are usually shipped within 4 weeks after placing of order and making of payment to the designated shipping address. Agreed delivery terms can never be regarded as fatal terms. If the Supplier does not timely comply with his delivery obligations from the agreement, then he must be declared in default by the Counterparty in writing, whereby to him after all a reasonable term will be granted to comply with his delivery obligations after all.
3. The Supplier is authorised to delivery in parts, whereby each partial delivery can be invoiced separately by the Supplier.
4. The risk concerning the delivered goods is transferred to the Counterparty on the moment of delivery. Under the moment of delivery shall in these General Terms and Conditions be understood: the moment on which the goods to be delivered leave the building, the warehouse or the shop of the Supplier or the moment on which the Supplier has communicated to the Counterparty that these can be collected by him.
5. In deviation of section 4 of this article shall in case of Consumers be understood under the moment of delivery: the moment on which the goods are actually available to the Consumer.
6. Shipment or transport of the ordered goods takes place in a manner to be determined by the Supplier, but for the account and the risk of the Counterparty. The Supplier is not liable for any damage, of whichever nature - whether or not to the goods self - that is connected to the shipment or the transport.
7. In deviation of section 6 of this article for Consumers it shall apply that shipment or transport of the ordered goods takes place for the risk of the Supplier, but for the account of the Consumer.
8. If it, because of a cause in the risk sphere of the Counterparty, proves not possible to deliver the goods (in the agreed manner) to the Counterparty or if the goods are not collected, then the Supplier is authorised to store the goods for the account and the risk of the Counterparty. Unless the Supplier has stated explicitly in writing another term, the Counterparty must enable the Supplier within 1 month after notification of the storage to deliver the goods after all or the Counterparty must collect the goods within this term after all.
9. If the Counterparty after expiry of the term stated in section 8 of this article remains in default to comply with his obligation to take-off, then he is in default per direct. The Supplier has then the right to dissolve the agreement with immediate effect, without intervention of the courts, by means of a written declaration, in whole or in part and to sell the goods to third parties. The one and the other without that therefrom for the Supplier an obligation to compensation of damage, costs and interest shall derive.
10. The previous leaves the obligation of the Counterparty to compensation of possible (storage) costs, delay damage, transport costs, loss of profits or other damage unaffected.
11. The Supplier cannot be obliged to start sooner with the delivery of the goods than after he has received all data necessary thereto and the possibly agreed (advance) payment from the Counterparty. If because of this delay emerges, the delivery terms will be extended proportionally.

Article 9: Packing

1. If the goods are delivered by Supplier in packing that is destined to be used several times, then the packing remains property of the Supplier. This packing may not be used by the Counterparty for other purposes than for which it is destined.
2. The Supplier is authorised to bring for this packing a fee into account to the Counterparty. In case the packing is returned by the Counterparty free of charge within the term agreed for it, then the Supplier is obliged to take this packing back and the Supplier shall refund the fee brought into account to the Counterparty.
3. If packing has become damaged, incomplete or lost, then the Counterparty is liable for this damage and his right on repayment of the compensation becomes void.
4. If the damage referred to in section 3 of this article is higher than the fee brought into account, then the Supplier is authorised not to take back the packing. The Supplier can then bring the packing into account to the Counterparty against cost price, reduced with the fee paid by the Counterparty.
5. If packing is meant to be used only once, then the Supplier does not have to take back the packing and he is authorised to leave this packing behind at the Counterparty. Possible costs for the removal of this packing are then for the account of the Counterparty.

Article 10: Complaints and return shipments

1. The Counterparty is obliged to check the delivered goods immediately after receipt and to state possible visible defects, defaults, damages and/or deviations in numbers on the freight letter or the accompanying slip. In the absence of a freight letter or accompanying slip, the Counterparty must report the defects, defaults etc. within 48 hours after receipt of the goods in writing to the Supplier.
2. Other complaints must be reported immediately after discovery - but no later than within the agreed warranty term, such as mentioned in the specific warranty conditions or in article 12 of these General Terms and Conditions - in writing and with motivation to the Supplier. All consequences of the not direct reporting are for the risk of the Counterparty. If a complaint is not reported within the terms stated in the previous sections to the Supplier, then the goods are deemed to have been received in a good state and to comply with the agreement. Then no claim is possible on agreed warranty conditions.
3. Complaints with regard to the amount of the invoice or the amounts of the invoice(s) must be made known to the Supplier in writing and with motivation within 14 days after the send date. The one and the other in accordance with section 5.
4. Ordered goods are delivered in the (wholesale) packaging in stock with the Supplier. Minor deviations accepted in the industry regarding stated dimensions, weights, numbers, colours etc., shall not be regarded as a shortcoming on the side of the Supplier. Hereby is no claim to the warranty possible.
5. Complaints as referred to in the previous sections do not suspend the payment obligation of the Counterparty.
6. Section 5 of this article does not apply for the Consumer.
7. The Counterparty must enable the Supplier to investigate the complaint and to provide in this framework all information relevant for the complaint to the Supplier. If for the investigation into the complaint a return shipment is necessary, then this takes place for the account and the risk of the Counterparty, unless the complaint afterwards proves to be well-founded.
8. In all instances return shipment takes place in a manner to be determined by the Supplier and in the original packaging or packing or packaging approved by the Supplier.
9. No complaints are possible with regard to imperfections in or characteristics of products that are manufactured from natural materials if these imperfections or characteristics are inherent to the nature of these materials.
10. No complaints are possible with regard to discolouration and minor mutual colour deviations.

11. No complaints are possible with regard to goods that after receipt by the Counterparty have changed in nature and/or composition, or have been treated or processed in whole or in part or which are no longer in the original packaging.
12. If the complaints are not timely instigated, then all rights of the Counterparty in connection with reclamation become forfeit.

Article 11: Warranty conditions

1. The Supplier applies with regard to his products specific warranty conditions. With regard to the products for which such specific warranty conditions apply, those stipulations must be taken as point of departure. If for products no specific stipulations apply, then the general warranty conditions from this article shall apply.
2. The warranties mentioned below, only apply with regard to the products delivered by Supplier. These warranty conditions therefore do not apply to provided advices or possible installation or (dis) assembly activities by Supplier.
3. The Supplier shall ensure that the agreed deliveries are proper and will be executed in accordance with the norms applicable in his industry, but never gives with regard to these deliveries a warranty going further than as explicitly was agreed between parties.
4. If no specific warranty conditions with a specific and explicit warranty term have been agreed, then a warranty term of 1 year after the first date of invoice of the Supplier to the Counterparty shall apply. For goods or products that were sold by the Counterparty, that trades as official distributor of the Supplier, then the aforementioned warranty term will be extended with not more than six months. Because of this the maximum warranty term in those instances amounts to 1.5 year after the first date of invoice of the Supplier to the first Counterparty.
5. The Supplier warrants during the mentioned warranty terms the usual normal quality and properness of the delivered product.
6. The above mentioned warranty conditions do not apply if the Counterparty has not acted in accordance with the stipulations in article 10 concerning the obligation to complain and the return shipments. By the Counterparty must be stated with motivation on the ground on which he complains and therefore claims under the warranty.
7. The Counterparty has no claim to the above mentioned stipulations, if the Counterparty has not acted in accordance with his obligations, such as set forth in article 5 and article 6 of these General Terms and Conditions, and has not or not timely informed the Supplier.
8. If for the goods delivered by the Supplier by the manufacturer or supplier a warranty has been issued, then that warranty shall apply in an equal manner between parties. The Supplier shall inform the Counterparty about this.
9. If the Supplier sources for the production of the goods raw materials or materials from third parties, then the Supplier bases himself with regard to the behaviour and characteristics of these raw materials or materials on the data that have been provided by the manufacturer or the supplier of those raw materials or materials to the Supplier. If for the delivered raw materials or materials by the manufacturer or supplier a warranty has been issued, then that warranty shall apply in a similar manner between parties. The Supplier shall inform the Counterparty about this.
10. The Supplier does not warrant and will never be deemed to have warranted that the delivered goods are suitable for the purpose for which the Counterparty wishes to treat, process or use or uses these, unless he has confirmed this explicitly in writing to the Counterparty.
11. In case by the Counterparty rightfully a claim is made under the applicable shelf life or warranty conditions, such at the discretion of the Supplier, the Supplier shall arrange free of charge for repair or replacement of the good or for refunding of or a reduction of the agreed purchase price. The one and the other at the discretion of the Supplier. The Supplier has therefore the liberty to provide upon replacement of the good a comparable or equivalent good to the Counterparty.

12. The agreed warranty term will not be modified or extended or realigned, if the good is repaired or replaced by the Supplier. The agreed warranty term then continues to apply.
13. In the warranty is not included the (anew) (letting) install/(dis)assemble of the good and/or the costs that are connected therewith. If there is an instance of (other) auxiliary damage, then therefore shall apply the stipulations of the liability article included in these General Terms and Conditions.
14. In case by the Counterparty rightfully a claim is made under the applicable shelf life or warranty conditions and the Supplier wishes to arrange on location for repair or replacement of the good, then the Counterparty obliges to grant to the Supplier the required co-operation, under which is understood – but not limited thereto – the possibility for the Supplier to execute within office hours (from 8.00 hours to 18.00 hours) repair activities on location.
15. The counterparty can make no claim under the warranty conditions in accordance with the stipulations in article 12 section 7.

Article 12: Liability

1. Outside the warranties explicitly agreed or given by the Supplier with regard to the products or goods the Supplier accepts no liability whatsoever.
2. Notwithstanding the stipulations in section 1 of this article, the Supplier is only liable for direct damage. Each liability of the Supplier for consequential damage, such as enterprise damage, loss of profit and/or suffered loss, delay damage and/or damage to persons or injury damage, and/or indirect damage, such as - but not limited to - damage deriving from wrong advices by third parties, is explicitly excluded.
3. The Counterparty is required to take all those measures that are necessary or can be deemed necessary for the prevention or limitation of the damage.
4. If the Supplier is liable for damage suffered by the Counterparty, then the obligation to compensate damages of the Supplier is at all times limited to the maximum of the amount that is paid out by his insurer in the prevalent case. In case the insurer of the Supplier does not pay out or the damage does not fall under an insurance concluded by the Supplier, then the obligation to compensate damages of the Supplier is limited to the maximum of the amount of the invoice for the delivered goods.
5. The Counterparty, including also the Consumer, must hold the Supplier liable no later than within 2 months after he has become familiar with or could have been familiar with the damage suffered by him.
6. In addition to section 5 of this article shall pally that the term, within which the Consumer must notify the Supplier of the defect, always be in accordance with article 23 section 1 of book 7 of the Dutch Civil Code if this term deviates from what is included in section 5.
7. The Counterparty can neither make a claim under the warranty nor hold the Supplier liable on other grounds if the damage has emerged:
 - a. by inexpert use or use in violation with the destination of the delivered or in violation with the (product) instructions, advices, use instructions, datasheets, folders etc. provided by or on behalf of the Supplier;
 - b. by inexpert keeping (storage) of the delivered goods;
 - c. in case of errors or incompleteness in the data provided by or on behalf of the Counterparty to the Supplier, in accordance with the stipulations in the articles 5 and 6 of these General Terms and Conditions;
 - d. in case of inexpert installation or (dis)assembly by the Supplier or the by him involved third parties;
 - e. by advices, directions or instructions of or on behalf of the Counterparty or by third parties involved by the Counterparty;
 - f. because by or on behalf of the Counterparty repair or other activities or treatments to the delivered have been executed without explicit prior permission of the Supplier;
 - g. by the Counterparty not original or not only the original EVA Optic parts, assembly materials and accessories have been used.

8. The Counterparty is in instances as summed up in section 7 of this article fully liable for all damage deriving here from and safeguards the Supplier explicitly from all claims of third parties to compensation of this damage. The warranty becomes irrevocably void in the instances mentioned in section 7.
9. The limitations of the liability included in this article do not apply if the damage is due to wilful intent and/or conscious negligence of the Supplier or his managing personnel on board level or if mandatory stipulations of the law object hereto. Solely in these instances the Supplier shall safeguard the Counterparty from for possible claims of third parties towards the Counterparty.

Article 13: Payment

1. Payment by Counterparty takes place in principle under the condition of pre-payment in Euro (EUR). Shipment takes place after receipt of payment. Deviating payment conditions are only possible after permission in writing of the Supplier. Supplier reserves the right to change the payment conditions back on any desired to pre-payment. The correctness of an invoice is certain if the Counterparty has not objected within this payment term.
2. If no pre-payment has taken place, then payment must, for the amount of the invoice by the Counterparty in any case take place within 30 days after the date of invoice, in Euro (EUR), in the offices of the Supplier or by means of deposit for the benefit of a bank account to be designated by Supplier.
3. The Supplier is at all times authorised to request (partial) pre-payment or any other surety for payment from the Counterparty. In deviation of the stipulations before, in case of Consumers up to a maximum of half of the amount of the invoice can be requested as pre-payment.
4. If an invoice after the expiry of the term referred to in section 1 has not been paid in full, then the Counterparty is liable to pay to the Supplier a delay interest in the order of 2% per month, to be calculated cumulatively over the principal amount. Parts of a month will thereby be counted as a full month.
5. In deviation of section 4, in case of Consumers a delay interest of at least 2% per year will be applied or the consumer interest applicable on that moment.
6. If after summation by the Supplier payment remains absent after all, then the Supplier is furthermore authorised to bring into account to the Counterparty out-of-court collection costs.
7. The out-of-court collection costs referred to in section 6 are in case of claims with a principal amount of a maximum of € 25,000.00:
 - a. 15% of the amount of the principal amount over the first € 2,500.00 of the claim;
 - b. 10% of the amount of the principal amount over the following € 2,500.00 of the claim;
 - c. 5% of the amount of the principal amount over the following € 5,000.00 of the claim;
 - d. 1% of the amount of the principal amount over the following € 15,000.00 of the claim.Hereby applies that to the Counterparty at least € 150.00 in out-of-court collection costs will be brought into account. For the Consumer applies that these costs are at least € 40.00.
8. If the principal amount amounts to more than € 25,000.00, then the Supplier is authorised calculate towards the Counterparty over the first € 25,000.00 out-of-court collection costs in accordance with section 7 of this article and to bring into account for the excess out-of-court collection costs in the order of 10% over that excess amount to the Counterparty.
9. For the calculation of the out-of-court collection costs the Supplier is authorised after expiry of 1 year, to increase the principal amount of the claim with the delay interest built up cumulatively in that year in accordance with section 4 of this article.
10. In case of absence of full payment by the Counterparty, the Supplier is authorised to dissolve the agreement without further notification of default or intervention of the courts by means of a written declaration or to suspend his obligations from the agreement till the payment has taken place after all or the Counterparty has put a proper surety for this. The Supplier also has aforementioned right of

suspension if he already, before the Counterparty is in default with the payment, has well-founded reasons to question the creditworthiness of the Counterparty.

11. Payments made by the Counterparty, shall firstly be deducted by the Supplier from all due interest and costs and subsequently from the due invoices that stand out the longest, unless the Counterparty upon payment states explicitly in writing that the payment concerns a later invoice.
12. a. The Counterparty is not authorised to set-off claims of the Supplier with possible counter claims that he has on the Supplier. This also applies if the Counterparty files for (provisional) suspension of payment or is declared to be in a state of bankruptcy.
b. The stipulations under sub a. of this article are not applicable to agreements with the Consumer.

Article 14: Retention of property

1. The Supplier reserves the property of all goods delivered and yet to be delivered on the basis of the agreement till the time on which the Counterparty has complied with all of his payment obligations towards the Supplier.
2. The payment obligations referred to in section 1 consist of the payment of the purchase price of the goods delivered and yet to be delivered, increased with claims with regard to executed activities that are in connection with the delivery and claims because of imputable shortcoming of the Counterparty in the compliance with his obligations, including payment of compensation of damages, out-of-court collection costs, interest and possible contractual fines.
3. The Supplier also reserves the property for the displayed, provided or delivered models and samples etc., such as stipulated in article 4 section 6 and 7, so that the stipulations of this article are also applicable to those goods.
4. If it concerns the delivery of identical goods that cannot be individualised, then each time the party of goods belonging to the oldest invoices will be deemed to have been sold as the first. The retention of property rests therefore in each instance always on all delivered goods that at the time of the claim under the retention of property are still in the stock, shop and/or contents of the Counterparty.
5. Goods on which a retention of property rests, may be sold onwards by the Counterparty in the framework of the normal conduct of enterprise, provided that he has familiarised his purchasers with the retention of property of Supplier which rests on the goods and provided that he with regard to his purchasers also has stipulated a retention of property on the delivered goods.
6. For as long as on the delivered goods a retention of property rests, the Counterparty is not authorised to encumber these goods in any manner with a limited right or to bring them in the actual control of a financier.
7. The Counterparty is obliged to notify the Supplier direct in writing if third parties pretend to have property or other rights on the goods on which a retention of property rests.
8. The Counterparty is obliged to keep the goods on which a retention of property rest, carefully and as identifiable property of the Supplier till the time on which he has complied with all of his payment obligations towards the Supplier.
9. The Counterparty must arrange for such a company insurance or content insurance that the goods that have been delivered under retention of property shall at all times be insured along and he shall provide the Supplier upon his first request with viewing of the insurances policy and the related premium payment evidence.
10. If the Counterparty acts in violation of the stipulations of this article or the Supplier makes a claim under the retention of property, then the Supplier and his employees have the irrevocable right to access the terrain of the Counterparty and to take back the goods delivered under retention of property. The one and the other notwithstanding the right of the Supplier to compensation of damage, missed profits and interest and possible fines and the right to dissolve the agreement without further notification of default, by means of a written declaration.

Article 15: Intellectual property rights

1. The Supplier is and remains the entitled party of all rights of intellectual property that rests on, derive from, hold connection with and/or belong to the designs and/or goods delivered by the Supplier in the framework of the agreement. The previous applies notwithstanding a commission of the Counterparty provided thereto. The one and the other, unless parties have agreed explicitly otherwise in writing.
2. The exercise of the rights stated in section 1 of this article is, both during and after expiry of the execution of the agreement, explicitly and solely reserved for the Supplier.
3. The Counterparty warrants that all data provided or to be provided by him to the Supplier do not infringe the copyright or any other intellectual property right of third parties. The Counterparty is liable for possible damage that the Supplier suffers by such infringements and safeguards the Supplier from claims of these third parties.
4. It is explicitly forbidden to the Counterparty among others, but not limited thereto, to provide to third parties, to multiply, publish or exploit the designs, models, samples, advices and other products of the mind of Supplier, the one and the other in the broadest sense of the word, whether or not with involvement of third parties.
5. It is also forbidden to the Counterparty to make the goods referred to in section 4, other than to collect and expert opinion about the goods of the Supplier, available to third parties. The Counterparty shall in cases as described before impose his obligations on the basis of this article to the third parties involved by him.
6. In case of violation of the ban included in section 4 or 5 or in case of violation of the tenor of these stipulations, the Counterparty shall forfeit to the Supplier a contractual fine payable direct and immediately without summation or notification of default of €25,000 (written: twenty-five thousand Euro) per violation and €1,000 (written: one thousand Euro) for each day that the violation continues without that the Supplier shall be required to prove his damage and notwithstanding the right of the Supplier to claim compensation of damages, if and insofar the damage exceeds the amount of the contractual fines.

Article 16: Bankruptcy, incompetency to dispose etc.

1. Notwithstanding the stipulations in the other articles of these General Terms and Conditions, the Supplier is authorised to dissolve the agreement, without further notification of default and without intervention of the courts, by means of a written declaration to the Counterparty, on the time on which the Counterparty:
 - a. Is declared to be in a state of bankruptcy or an application for his bankruptcy has been filed;
 - b. Files for (provisional) suspension of payment;
 - c. Is affected by executorial attachment;
 - d. Is put under supervisor ship or external control;
 - e. Otherwise loses he competency to dispose or competency to act with regard to his capital or parts thereof.
2. The stipulations in section 1 of this article are applicable, unless the supervisor or the controller acknowledged the obligations deriving from the agreement as a debt of the estate.
3. The Counterparty is at all times obliged to notify the supervisor or the controller of the (content of the) agreement and these General Terms and Conditions.

Article 17: Force Majeure

1. In case there is an instance of Force Majeure at the side of the Counterparty or the Supplier, the Supplier is authorised to dissolve the agreement, without intervention of the courts, by means of a written declaration to the Counterparty or to suspend the compliance with his obligations towards the Counterparty for a reasonable term without being held to any compensation of damages.

2. Under Force Majeure at the side of Supplier shall in the framework of these General Terms and Conditions be understood: a non-imputable shortcoming at the side of the Supplier, of the third parties or suppliers involved by him or other heavy weighing reasons at the side of the Supplier.
3. Under Force Majeure at the side of the Counterparty shall not be understood in the framework of these General Terms and Conditions, however not limited to the mentioned hereafter: the impossibility to or to only a later possible delivery at the purchaser, absence of a payment by a purchaser, the impossibility to install or (dis-) assembly at the purchaser, in-between changes in the agreement with the purchaser, cancellation or dissolution of the agreement by the purchaser, bankruptcy of the purchaser and further circumstances and risks that reasonably can be qualified as "entrepreneurial risks".
4. As circumstances in which there will be an instance of Force Majeure shall among others be understood: war, uprising, mobilisation, domestic and foreign riots, government measures, strikes within the organisation of Supplier and/or the Counterparty or threatening of these etc. circumstances, disruption of the currency dimensions existing at the time of the conclusion of the agreement, enterprise disruptions by fire, burglary, sabotage, events of nature etc. as well as transport problems and delivery problems emerged by weather circumstances, road blocks, accidents etc.
5. In case there is an instance of Force Majeure the Supplier is authorised to dissolve the agreement or to suspend the compliance with his obligations towards the Counterparty for a reasonable term without being held to any compensation of damages.

Article 18: Cancellation, suspension

1. In case the Counterparty wishes to cancel the agreement prior to or during the execution thereof, then he is liable to pay to the Supplier a compensation of damages further to be determined by the Supplier. This compensation of damages includes all costs already made by the Supplier and his damage suffered by the cancellation inclusive of the missed profit. The Supplier is authorised to fixate the aforementioned compensation of damages and – at his discretion and depending on the already made deliveries – to bring 50% to 100% of the agreed price into account to the Counterparty.
2. In case the Supplier upon request of the Counterparty makes an express performance for the Counterparty and the Counterparty wishes to cancel the agreement prior to or during the execution thereof, then the Counterparty is liable to pay to the Supplier a compensation of damages. This compensation of damages includes in any case the fully agreed price and thereby the damage incurred by cancellation inclusive of the missed profit.
3. The Counterparty is towards the third parties liable for the consequences of the cancellation and shall safeguard the Supplier from claims of these third parties deriving here from.
4. The Supplier is authorised to set-off all amounts already paid by the Counterparty with the compensation of damages due by the Counterparty.
5. In case of suspension of the agreed deliveries upon request of the Counterparty, all costs made on that moment are immediately payable upon demand and the Supplier is authorised to bring these into account to the Counterparty. The Supplier is furthermore authorised to bring all costs made or to be made during the period of suspension into account to the Counterparty.
6. In case the execution of the agreement after the agreed duration of suspension cannot be resumed, then the Supplier is authorised to dissolve the agreement, without intervention of the courts, by means of a written declaration to the Counterparty. In case the execution of the agreement after the agreed duration of suspension is resumed, then the Counterparty is required to compensate costs of the Supplier possibly deriving from this resumption.

Article 19: Applicable Law/competent court

1. Solely the Laws of the Netherlands are applicable to the agreement concluded between the Supplier and the Counterparty.

2. Possible disputes shall be resolved by the competent court in the place where the Supplier has his legal seat, albeit that the Supplier always retains the authority to submit the dispute to the competent court in the place where the Counterparty has his legal seat.
3. The Consumer is always authorised to choose for resolution of the dispute by the court competent according to the law, provided that he makes this choice timely known to the Supplier. With timely is meant here: within one month after the Supplier has communicated in writing to the Consumer to wish to submit the dispute to the court of his legal seat.
4. If the Counterparty has his seat or residence outside the Netherlands, then the Supplier is authorised to act in accordance with the stipulations in section 2 of this article or – at his discretion – to submit the disputes to the competent court in the country or the state where the Counterparty has his seat/resides.