NXD-AUDIO BV GENERAL TERMS & CONDITIONS (products)

Article 1. Definitions

- In the absence of explicit statement to the contrary, the terms used in these general terms and conditions are defined as follows:

NXD-Audio BV the user of the general terms and conditions. The User's other party to the Contract, acting in the course of his profession or business, to which the User sells and delivers.

Contract: The Contract between the User and the Buyer.

Article 2.

- le 2. Scope of Application
 These conditions are applicable to all legal relationships between the User and the Buyer, including all offers, quotations and agreements between the User and the Buyer to which the User has declared these terms and conditions applicable, insofar as these conditions have not been expressly departed from in writing by the parties.
- These terms and conditions are further applicable to all Contracts with the User that are executed with the assistance of third-parties.

 Departures from these general terms and conditions are valid exclusively if expressly agreed in writing.

- The applicability of any purchasing or other conditions of the Buyer is expressly rejected. If one or more of the provisions of these general terms and conditions are invalid or set aside, the remaining provisions of these general terms and conditions shall remain applicable in full. The User and the Buyer will in that case enter into consultation with a view to making agreement on the substitution of the invalid provisions with new ones that approach as closely as possible the purpose and the tenor of the original provisions.

Article 3.

- cle 3. Offers and formation of the Contract

 All offers are subject to Contract unless the offer contains an express written statement to the contrary. In the absence of agreement to the contrary, the prices stated in the aforementioned offers/quotations 3.1. 3.2.
- are exclusive of VAT and other governmental levies as well as the costs incurred in relation to the Contract, including forwarding and administration expenses.

 The offer is based exclusively on the information provided for that purpose by the Buyer, and the User can rely on the accuracy and completeness of that information. The Buyer guarantees the accuracy and completeness of that information.
- The Contract is formed between the User and the Buyer by one of the following methods and times:
 - a) if no order confirmation is sent, at the time at which the Buyer expressly accepts in good time and verbally or in writing and in unamended form an offer made by the User;
 - b) if an order confirmation is sent, at the time at which the User takes receipt of the returned order confirmation that was sent to the Buyer, signed for agreement; c) or at the time to which the User commences execution of the order on the Buyer's request. Notwithstanding the above, either party is free to make a case that the Contract has been formed by
 - other means and/or at a different time.
- Offers and quotations are not automatically applicable to future orders.

 The User cannot be held to his offers or quotations if the Buyer can reasonably understand that the offers or quotations, or a part thereof, contain an obvious mistake or error.
- Offers and quotations are without obligation, unless an acceptance period is stated in the offer of quotation. If no acceptance period has been set, no rights whatsoever can be derived from the offer or

Execution of the Contract

- The User will execute the Contract with the due care that can reasonably be expected of a good contractor. The User does not however guarantee that a certain result will be achieved. All deadlines indicated by the User are inclicative and are not to be regarded as firm deadlines. Exceeding these deadlines shall not oblige the User to pay any compensation for damages or give the Buyer the right to dissolve the contract other than in cases of intentional act or omission or causes on par with oss negligence on the part of the User
- In cases of late delivery the User must be held in default by the Buyer before being considered to be in
- If and in so far as required for the correct execution of the Contract, the User reserves the right to have
- The Buyer shall ensure that the User is provided in full and in good time with all information, as well as amendments thereto, in the form and manner that the User indicates is necessary for the performance of the Contract, or which the Buyer could reasonably be expected to understand is required, both on commencement and during the execution of the Contract. If the information required for the execution of the Contract is not issued to the User on time or in full, the User reserves the right to suspend execution of the Contract and/or to charge the Buyer with extra costs incurred as a result of the delay at the current market rates.

Delivery Article 5.

- Delivery shall take place ex works/shop/warehouse of the User.
- The Buyer is obliged to accept the goods at the time at which the User delivers them or has them delivered to him or when they are made available to him in accordance with the Contract. If the Buyer refuses to take delivery or fails to provide information or instructions necessary to the
- delivery, the User shall be entitled to store the goods at the Buyer's expense and risk. The risk of the goods shall transfer to the Buyer at the time at which they are legally and/or actually delivered to the Buyer and are thus placed at the Buyer's disposal or a third-party nominated by the Buyer for that purpose.

Article 6. Price and costs

- The price is exclusive of VAT and all other costs incurred in the context of the Contract. The User reserves the right to increase that price, in cases where amendments or additions are made to the Contract, for example. The User is further authorised to pass on price increases to the Buyer if cost-determining factors such
- as salaries or other costs are increased between the time of the quotation and delivery

Article 7. Payment

- Invoices are payable within 30 days of the invoice date in a manner indicated by the User and in the currency stated on the invoice, without deduction, discount or set-off being permitted. Objections to the level of the bills do not suspend the payment obligation.
- level of the bins or not suspend the payment outpusquent. If the Buyer falls to remit payment within the 30-day period, the Buyer shall be held in default by operation of law. The Buyer shall in that case be liable for the payment of interest equal to the statutory commercial interest rate at that time. The interest over the payable amount shall be calculated from the time at which the Buyer was held in default until the time of full and final settlement, in which context part of a month shall be deemed to be a full month.
- In the event of the Buyer being liquidated, declared bankrupt or granted suspension of payment, the claims of the User on the Buyer shall become immediately due and payable.

 The User reserves the right to have payments made by the Buyer extend first to payment of costs, then to outstanding interest and finally the principal amount and the current interest. The User can refuse a payment offer, without thus being in default, if the Buyer indicates a different order of allocation. The User can refuse full payment of the principal amount if the due and current interest and costs are not remitted at the same time.
- If the Buyer exceeds any payment period the User has the right to discontinue further deliveries to the Buyer until the full outstanding amount under all contracts entered into has been paid. The User is in that case further entitled to send subsequent deliveries exclusively on a cash on delivery basis.

Retention of title

- All goods delivered by the User remain the property of the User until the Buyer has met in full all of the obligations under the Contract entered into with the User; this to be decided at the User's discretion
- The Buyer is not authorised to pledge or encumber in any other way the goods covered by retention of 8.2.
- In the event of third-parties imposing an attachment on the goods delivered under retention of title or setting out to establish or invoke any rights to them, the Buyer is obliged to notify the User of that as soon as may reasonably be expected.
- The Buyer is obliged to insure goods delivered under retention of title and to keep them insured against 84 ire, explosion and water damage and against theft and to issue the insurance policy for inspection on
- Goods delivered by the User and which are covered by retention of title as provided for under paragraph Goods delivered by the Oser aim winch are dovered by retering to the late of the article may only be sold on in the context of normal business operations and may not under paragraph of this article may only be sold on in the context of normal business operations and may not undertakes to transfer them under retention of title.

 In the event of the User wishing to exercise his property rights as provided for in this article, the Buyer hereby gives unconditional and irrevocable permission, now for then, for the User or third-parties
- engaged by the User to enter the places where the property of the User is located and to repossess that

Article 9. Collection costs

- All judicial and extrajudicial (debt collection) costs reasonably incurred by the User in connection with the Buyer's non-compliance or late compliance with his payment obligations shall be for the Buyer's
- The Buyer is liable for payment of statutory interest over the debt collection costs

Article 10. Inspection, complaints

- 10.1. The Buyer must notify the User in writing of complaints within 8 days of establishing the defect. The letter of complaint should contain a description of the failure to perform in as much detail as possible so that the User is able to put forward an adequate response.

 10.2. If a complaint is well-founded, the User is authorised to decide at his own discretion whether to amend the invoice, redeliver the relevant product or reimburse a proportion of the price already paid without
- continuing to implement the Contract.

 10.3. If the Buyer fails to lodge a claim within the period provided for in article 10.1, all of his rights and claims of any nature regarding the subject of the complaint made or which could have been made during that period shall be null and void.

Article 11. Expiry period
11.1. Notwithstanding the provisions of article 10, the Buyer is obliged if he is or remains of the opinion that the User has failed to implement the Contract on time, completely or correctly - unless this is done subject to the provisions of article 10.1 - to notify the User as such in writing and without delay and to exercise his rights to institute claims on that basis within one year of the date of that notification, or within one year of the time at which notification should have taken place, in the absence of which all of his rights and claims in that regard shall lapse upon expiry of the period set forth above.

Article 12. Suspension and dissolution

12.1. If the Buyer fails to meet any obligation to the User or to meet it in full or on time, if the Buyer is declared bankrupt or a request for his bankruptcy is filed at the court, if the Buyer has applied for or been granted suspension of payment, if the Buyer's company is discontinued or liquidated, if goods of the Buyer are subjected to an attachment, or if the Buyer is placed under administration or guardianship, the User has the right to suspend compliance with his obligations to the Buyer or to dissolve the Contract with Buyer in full or in part, without any notice of default or legal intervention being required and without being obliged to pay any compensation for damages, without prejudice to the remaining rights of the User, including the right to claim compensation for damages.

- 13.1. In the event of the User being held liable, that liability shall be limited to the provisions of this clause.
 13.2. The User's liability for losses suffered by the Buyer caused by the late, incomplete or incorrect implementation of the Contract shall be limited to a maximum of the invoice amount charged by the User to the Buyer for the delivered goods in which the cause of the loss has occurred. The compensation payable by the User to the Buyer cannot however under any circumstances exceed the amount for which the User's liability is insured, or a maximum amount of 5000 euros if no cover is provided by that insurance, insofar as that insurance does not provide cover in the case in question. The above is subject to exception in cases of intentional act or omission on par with gross negligence on the part of the User. For the purpose of this and subsequent clauses of this article the User is also defined as the User's
- employees and third-parties he has engaged for the implementation of the order.

 13.3. The User cannot be held liable for losses caused by the Buyer's failure to meet his obligation to provide information as provided for in article 3.3 unless those losses have been caused by intentional act or omission or causes on par with gross negligence on the part of the User.
- Omission of causes on par win gross negligence on the part of the obser.

 Neither can the User be held liable for losses caused by acts or omissions of third-parties engaged by the Buyer during implementation of the order, unless those losses have been caused by intentional act or omission or causes on par with gross negligence on the part of the User.

 The User is further authorised at all times to maximally limit or reverse the Buyer's loss, for which the Buyer is obliged to cooperate in full.
- The Buyer is obliged to limit or, where possible, to reverse his or her loss and that of his or her members.
- 13.7. The User cannot under any circumstances be held liable for indirect losses, including consequential losses, loss of income, missed savings or losses caused by business stagnation. The above is subject to exception in cases of intentional act or omission on par with gross negligence on the part of the User.

Article 14. Product Warranty

- 14.1. The User warrants that its products are free from defects in material and workmanship under normal use for a period of one year (Warranty Period) from the date of purchase by the original Buyer.
 14.2. During the Warranty Period, if a product is found to be defective, the User will, at its sole discretion, either repair or replace the defective product, subject to the terms and conditions of this warranty.
- 14.3. This warranty does not cover:
 - Damage caused by misuse, abuse, neglect, accident, or improper installation;
 - Normal wear and tear;
 - Damage caused by unauthorized modification or repair
 - Damage caused by environmental factors, including but not limited to, exposure to extreme temperatures, humidity, or acts of nature; Consumable parts, such as batteries, unless the defect occurred due to a manufacturing defect; Products that have been used for purposes other than those for which they were designed. ď)
- 14.4. To make a warranty claim, the Buyer must:
 - a) Contact the User's customer service department or authorized service centre:
- b) Provide proof of purchase, including the date and place of purchase;
 c) Describe the nature of the defect or issue with the product.

 14.5. The User may require the Buyer to return the defective product for inspection and, if necessary, repair
- or replacement.

 14.6. If a warranty claim is validated, the User will, at its discretion
 - Repair the defective Product;
 - b) Replace the defective Product with a new or refurbished Product of equal or similar functionality.
- b) Replace the defective Product with a new or refurbished Product of equal or similar functionality.
 14.7. To the extent permitted by applicable law, the User's liability under this warranty is limited to the repair or replacement of the defective Product. The User shall not be liable for any indirect, consequential, or incidental damages arising from the use of the product.
 14.8. For warranty inquiries or claims, please contact.
 NXD-Audio BV, Koxkampseweg 10, 5301 KK Zalbommel, the Netherlands, +31 (0)418 680 607,

Article 15. Indemnification

- 15.1. The Buyer indemnifies the User against claims of third-parties regarding intellectual property rights on materials or information issued to the Buyer and which are used during implementation of the Contract.
 15.2. The Buyer indemnifies the User against claims of third-parties regarding losses related to or arising from
- the Contract implemented by the User if and insofar as the User is not liable to the Buyer in that respect by virtue of the provisions of article 13.

Article 16. Transfer of risk

The risk of the goods forming the subject of the Contract being lost or damaged shall transfer to the Buyer at the time at which they are legally and/or actually delivered to the Buyer and are thus placed at the Buyer's disposal or a third-party nominated by the Buyer for that purpose.

Article 17. Force majeure

- 17.1. The parties are not required to comply with any obligation if prevented from doing so as a result of a circumstance that is beyond their control and for which they cannot be held accountable by virtue of the
- law, a juristic act or generally accepted views.

 In these general conditions, force majeure is defined in addition to that which is deemed as such by law and legal precedent as all circumstances, foreseen or unforeseen, that are beyond the control of the User but which prevent the User from meeting his obligations. That includes strikes at the User's
- 17.3. No claims for any compensation can be made by the Buyer in the event of force majeure.
 17.4. If a case of force majeure leads to an agreed date or term being exceeded, the Buyer has the right to dissolve the relevant Contract by means of written notification to that effect. That dissolution shall not extend to goods that have already been delivered; those goods must be paid for by the Buyer with due observance of article 7 of these general terms & conditions.

Article 18. Applicable law and disputes

- 18.1. In the absence of mandatory rules of law to the contrary, the court in the User's place of establishment has exclusive competent jurisdiction.
- 18.2. All legal relationships between the User and the Buyer to which these general conditions apply shall be governed by the laws of the Netherlands. The Vienna Sales Convention is expressly excluded.
 18.3. The parties shall not refer a matter to court until they have done their utmost to resolve the dispute in
- mutual consultation

Article 1. Definitions

ence of explicit statement to the contrary, the terms used in these terms and conditions are defined as follows. terms and conditions are defined as follows
NXD-Audio BV the user of the general terms and conditions general User: The user's counterparty

Contract: The Contract for the rendering of services.

Article 2.

- e 2. General
 These conditions are applicable to all offers, quotations and all Contracts between the User and a Client to which the User has stated that these conditions are applicable, in so far as the parties have not made any specific written agreements to the contrary.
 These terms and conditions are further applicable to all Contracts with the
- User that are executed with the assistance of third-parties
- Departures from these general terms and conditions are valid exclusively if expressly agreed in writing.
 The applicability of any purchasing or other conditions of the Client is
- sly rejected.
- If one or more of the provisions of these general terms and conditions or of If one or more of the provisions of these general terms and conditions or of the accompanying Contract are invalid or set aside, the remaining provisions of these general terms and conditions and the Contract shall remain applicable in full. The User and the Client will in that case enter into consultation with a view to making agreement on the substitution of the invalid provisions with new ones that approach as closely as possible the purpose and the ternor of the original provisions.

- e 3. Offers and quotations
 All offers are subject to Contract unless the offer contains an express written statement to the contrary.
- statement to the contrary.

 In the absence of statement to the contrary, the prices stated in the aforementioned offers and quotations are exclusive of VAT and other governmental levies as well as the costs incurred in relation to the Contract, including forwarding and administration expenses.

 If the acceptance differs (on minor points) to the offer set out in the quotation, the User is not bound to those differing points. In the absence of statement to the contrary by the User, the Contract will in that case not be formed in keeping with those different points. A composite price statement does not oblige the User to perform part of an order at a corresponding proportion of the stated price.

 Offers and quotations are not automatically applicable to future orders. The User cannot be held to his offers or quotations if the Client can reasonably understand that the offers or quotations, or a part thereof, contain an obvious mistake or error.

 Offers and quotations are without obligation, unless an acceptance period is stated in the offer or quotation. If no acceptance period has been set, no rights whatsoever can be derived from the offer or quotation.

- is stated in the offer or quotation. If no acceptance period has been set, no rights whatsoever can be derived from the offer or quotation. Be

 4. Execution of the Contract, information and resources

 The User will execute the Contract to the best of his knowledge and ability and in accordance with high standards and in keeping with the expertise the Client can reasonably expect of the User. The User does not however guarantee that any intended result will be achieved.

 The User will determine how and by whom the order is carried out, but will act in accordance with the Clients indicated wishes wherever possible. If and in so far as required for the correct execution of the Contract, the User reserves the right to have the work carried out by third-parties. The Client shall ensure that the User is provided in full and in good time with all information, as well as amendments thereto, in the form and manner that the User indicates is necessary for the performance of the Contract, or which the Client could reasonably be expected to understand is required, both on commencement and during the execution of the Contract. If the information required for the execution of the Contract is not issued to the User on time or in full, the User reserves the right to suspend execution of the Contract and/or to charge the Client with extra costs incurred as a result of the delay at the current market rates.

 The Client shall ensure that the User is provided in good time with all resources and facilities that the User indicates are necessary and which the Client could reasonably be expected to realise are necessary to the execution of the Contract and to ensure that they are available and correctly functioning at all times. If sufficient resources required for the execution of the Contract are not issued to the User, the User reserves the right to suspend execution of the Contract and to ensure that they are available and correctly functioning at all times. If sufficient resources required for the execution of the Contract and to
- completeness
- The Client is obliged to inform the User without delay of changes to the ued information and other facts and circumstances that could be ortant to execution of the Contract
- important to execution of the Contract. If it has been agreed that the Contract will be executed in stages, the User reserves the right to suspend execution of the components forming part of a subsequent stage until the Client has approved the results of the preceding stage in writing. If the User or third-parties engaged by the User in the context of the order carry out work at the Client's location or a location indicated by the Client, the Client shall provide those employees, free of charge, with the facilities that one premote has be engloyee. that can reasonably be required by those employees.

Amendments to the Contract

- If during the execution of the Contract it becomes apparent that it is necessary to make amendments or additions to the work for the correct execution of the Contract, the parties shall enter into consultation in good
- execution of the Contract, the parties shall enter into consultation in good time and amend the Contract accordingly.

 Amendments or additions to the Contract that have been agreed by the parties can result in a change to the completion date. The User shall inform the Client of changes to the completion date as soon as possible.

 Amendments or additions to the Contract do not give the Client any entitlement to compensation for damages.

 If the amendment or addition to the Contract has any financial and/or quality
- implications, the User shall inform the Client of those implications in advance. The User has the right to charge additional costs to the Client. If a fixed fee has been agreed, the User shall further indicate the extent to which the amendment or addition to the Contract will result in that fee being

- e 6. Duration of the Contract; period of execution
 The Contract between the User and a Client is entered into for an indefinite
 period of time unless the nature of the Contract provides otherwise or the
- period of time unless the nature of the Contract provides otherwise or the parties make express and written agreement to the contrary. A time period agreed during the term of the Contract for the completion of work shall not under any circumstances be deemed to be a firm deadline. If the implementation period is exceeded the Client must therefore issue the User with written notice of default. Unless it has been established that execution of the Contract has become permanently impossible, the Contract cannot be dissolved by the Client owing to the term being exceeded unless the User also fails to execute the Contract or execute it in full within a reasonable period of time that he has indicated in writing following expiry of the agreed time of delivery.

- indicated in writing following expiry of the agreed time of delivery.

 Article 7. Termination

 7.1. Either party is authorised to terminate the Contract with due observance of a notice period considered reasonable in the circumstances and towards the end of a calendar month unless otherwise agreed by the parties. Notice must be given in writing.

 7.2. If the Contract is prematurely terminated (if the Contract was entered into for a fixed period of time) by the Client, the User has the right to compensation for damages in respect of resulting and demonstrable loss of capacity utilisation unless the termination is in response to facts and

- circumstances that can be attributed to the User. The Client is further
- obliged to pay the bills for work carried out up until that time.

 If the Contract is prematurely terminated by the User, the User will arrange in consultation with the Client for the work not yet carried out to be transferred to third-parties, unless the termination is in response to facts and circumstances that can be attributed to the Client.
- If the User incurs extra costs when transferring the work, the Client shall be obliged to compensate the User for those costs with due observance of the provisions of articles 8 and 9 of these general terms and conditions.

Article 8. Fee

- The parties can agree upon a fixed fee when forming the Contract.
- If a fixed fee is not agreed, the fee will be calculated on the basis of the hours actually worked. The fee will be calculated at the User's customary hourly rates applicable to the time period in which the work is carried out unless a different hourly rate has been agreed. The fee and any cost estimates are exclusive of VAT
- For orders with a term of more than two months the payable costs will be charged periodically
- If the User agrees on a fixed fee or hourly rate with the Client, the User shall ss be entitled to increase that fee or rate, in cases where amendments or additions are made to the Contract, for example.

 The User is further authorised to pass on price increases to the Client if
- cost-determining factors such as salaries are increased between the time of the quotation and delivery.
- The User is further entitled to increase the fee if, during the performance of the work, it becomes apparent that the originally agreed or anticipated amount of work was underestimated when the Contract was entered into, for reasons that cannot be attributed to the User, to such an extent that the User cannot reasonably be expected to perform the agreed work for the originally agreed fee. The User will inform the Client of his intention to increase the fee or rate. The User will state the amount of the increase and the date on which it will come into effect.

- le 9. Payment Payment is due within 30 days of the invoice date, without any deduction, discount or set-off, by depositing or transferring the payable amount to the bank or bank giro account stipulated by the User. Objections to the level of the billis do not suspend the payment obligation. If the Client fails to remit payment within the 30-day period, the Client shall be held in default by operation of law. The Client shall in that case be liable for the payment of interest equal to the statutory commercial interest rate at that time. The interest over the payable amount shall be calculated from the time at which the Client was held in default until the time of full and final settlement, in which context part of a month shall be deemed to be a full month.
- month. In the event of the Client being liquidated, declared bankrupt or granted suspension of payment, the claims of the User on the Client shall become immediately due and payable. The User reserves the right to have payments made by the Client extend first to payment of costs, then to outstanding interest and finally the principal amount and the current interest. The User can refuse a payment offer, without thus being in default, if the Client indicates a different order of allocation. The User can refuse a long amount if the due and current interest and costs are not remitted at the same time.

Article 10. Retention of title

- e 10. Retention of title
 All goods delivered by the User, including designs, sketches, drawings,
 films, software, (electronic) files, etc., remain the property of the User until
 the Client has met in full all of the obligations under the Contract entered
 into with the User; this to be decided at the User's discretion.
 The Client is not authorised to pledge or encumber in any other way the
 goods covered by retention of title.
 In the event of third-parties imposing an attachment on the goods delivered
 under retention of title or setting out to establish or invoke any rights to them,
 the Client is obliged to notify the User of that as soon as may reasonably
 be expected.

- the Client is obliged to notify the User of that as soon as may resource. The Client is obliged to insure goods delivered under retention of title and to keep them insured against fire, explosion and water damage and against thet and to issue the insurance policy for inspection on demand. Goods delivered by the User and which are covered by retention of title as provided for under paragraph 1 of this article may only be sold on in the context of normal business operations and may not under any circumstances be used as a means of payment. In the event of the User wishing to exercise his property rights as provided for in this article, the Client hereby gives unconditional and irrevocable permission, now for then, for the User or the User is located and to repossess that property.

Article 11. Collection costs

- All judicial and extrajudicial (debt collection) costs reasonably incurred by the User in connection with the Client's non-compliance or late compliance with his payment obligations shall be for the Client's account.
- The Client is liable for payment of interest over the debt collection costs

- Article 12. Inspection, complaints
 12.1. Complaints about the work carried out must be lodged in writing by the Complaints about the work carried out must be lodged in writing by the Client to the User within 8 days of the faults being established, but 14 days at the latest following completion of the work in question. The notice of default should contain a description of the failure to perform in as much detail as possible so that the User is able to put forward an adequate response. A claim does not suspend the Client's payment obligation other than if and insofar as the User has informed the Client in writing that he
- than if and insofar as the User has informed the Client in writing that he regards the claim as being well-founded or well-founded in part.

 If the complaint is well-founded, the User shall as yet carry out the work as agreed unless that is demonstrable no longer of any benefit to the Client. The Client shall be responsible for indicating that that is the case in writing, if it is no longer possible or beneficial to carry out the agreed work, the User can repay a proportion of the fee already paid without continuing to carry
- out the order and the User can only be held liable in that regard within the constraints set forth in article 16.

Article 13. Expiry period

Notwithstanding the provisions of article 12, the Client is obliged if he is or remains of the opinion that the User has failed to implement the Contract remains or ine opinion that into Ser has lated to implement the Contract on time, completely or correctly - unless this is done subject to the provisions of article 12.1 - to notify the User as such in writing and without delay and to exercise his rights to institute claims on that basis within one year of the date of that notification, or within one year of the time at which notification should have taken place, in the absence of which all of his rights and claims in that regard shall lapse upon expiry of the period set forth

Article 14. Suspension and dissolution

- The User is authorised to suspend compliance with his obligations or to dissolve the Contract if:
 - The Client fails to meet his Contractual obligations or meet them in full. b) After entering into the Contract, the User becomes aware of circumstances that give the User good grounds to presume that the Client will not meet his obligations. If there are good grounds for presuming that the Client will only meet his obligations in part or not adequately, the suspension shall only be permitted if justified by the shortcomina.
 - c) Upon entering into the Contract the Client was required to furnish security for meeting his Contractual obligations and has failed to provide that or sufficient security.
- The User is further authorised to dissolve the Contract or have it dissolved The User is further authorised to dissorve the Curried to the service is discourable of incrumstances arise of such a nature that compliance with the Contract is no longer possible or can no longer be required according to the standards of fairness and equity or if circumstances arise of such a nature that the Contract cannot reasonably be left in effect in un-amended form.

- 14.3. If the Contract is dissolved, the claims of the User on the Client shall become immediately due and payable. If the User suspends compliance with his obligations, he retains his claims by law and under the Contract. The User reserves the right at all times to claim compensation for damages.

- Article 15. Return of issued goods
 15.1. If the User has issued the Client with goods during implementation of the
 Contract, the Client is obliged to return those goods in their original
 condition, free of defects and complete within 14 days of the User's first request for him to do so.
- If the Client fails to meet the obligation set out above under 15.1, the Client will be obliged to compensate the User for the losses and costs arising thereof, including the replacement costs.

Article 16. Liability

- In the event of the User being held liable, that liability shall be limited to the
- provisions of this clause.
 The User's liability for losses suffered by the Client as a result of the order The User's liability for losses suffered by the Client as a result of the order not being carried out on time, in full or correctly is limited to a maximum of twice the amount of the lee charged by the User to the Client for the performance of the work in which the cause of the loss occurred, subject to the proviso that this relates exclusively to the fee payable during the last three months in which that work was carried out. The compensation payable by the User to the Client cannot however under any circumstances exceed the amount for which the User's liability is insured, or a maximum amount of 5000 euros if no cover is provided by that insurance. The above is subject to exception in cases of intentional act or omission on par with gross negligence on the part of the User. For the purpose of this and subsequent clauses of this article the User is also defined as the User's employees and third-parties he has engaged for the implementation of the order. The User cannot be held liable for losses caused by the Client's failure to meet the disclosure obligation pursuant to article 4.3 or the fact that the
- The User cannot be held liable for losses caused by the Client's failure to meet the disclosure obligation pursuant to article 4.3 or the fact that the information provided by the Client is not in keeping with the provisions of article 4.5, unless those losses are the result of intentional act or omission or causes on par with gross negligence on the part of the User. Neither can the User be held liable for losses caused by acts or omissions of third-parties engaged by the Client during implementation of the order, unless those losses have been caused by intentional act or omissions or causes on par with gross negligence on the part of the User. The User is further authorised at all times to maximally limit or reverse the Client's loss, for which the Client is obliged to cooperate in full. The User is noted under any circumstances be held liable for indirect losses, including consequential losses, loss of income, missed savings or losses caused by business stagnation. The above is subject to exception in cases of intentional act or omission on par with gross negligence on the part of the User.

- User.

 Article 17. Indemnification

 17.1. The Client indemnifies the User against claims of third-parties regarding intellectual property rights on materials or information issued to the Client and which are used during implementation of the Contract.

 17.2. If the Client issues the User with information carriers, electronic files or software, etc., he guarantees that the information carriers, electronic files or software are free of viruses and defects.

 17.3. The Client indemnifies the User against claims of third-parties regarding losses related to or arising from the order implemented by the User if and insofar as the User is not liable to the Client in that respect by virtue of the provisions of article 18.

 Article 18. Transfer of tick

Article 18. Transfer of risk

18.1. The risk of the goods forming the subject of the Contract being lost or damaged shall transfer to the Client at the time at which they are legally and/or actually delivered to the Client and are thus placed at the Clients disposal or a third-party nominated by the Client for that purpose.

Article 19. Force maieure

- The parties are not required to comply with any obligation if prevented from doing so as a result of a circumstance that is beyond their control and for which they cannot be held accountable by virtue of the law, a juristic act or generally accepted views.
- generally accepted views. In these general conditions, force majeure is defined in addition to that which is deemed as such by law and legal precedent as all circumstances, foreseen or unforeseen, that are beyond the control of the User but which prevent the User from meeting his obligations. That includes strikes at the User's business
- The User shall also be entitled to invoke force majeure if the circumstance preventing (further) compliance occurs after the User should have met his obligations.
- obligations. The parties can suspend their Contractual obligations during the period of force majeure. If the period of force majeure lasts for longer than two months, either party shall be entitled to dissolve the Contract without being obliged to pay any compensation for damages to the other party. If the User has already partly met or will partly meet his Contractual obligations when the period of force majeure begins and independent value can be attached to the obligations complied with for to be compiled with. The User reserves the right to separately charge for the obligations already compiled with nor to be compiled with. The Client is obliged to pay that charge as though it were a separate Contract.

Article 20. Confidentiality

- Both parties are obliged to protect the confidentiality of all confidential information that they obtain from each other or from other sources in the context of their Contract. Information is deemed to be confidential if the other party has been informed that this is the case or if that is apparent from the nature of the information.
- If the User is obliged pursuant to a statutory provision or a legal ruling to disclose confidential information to third-parties designated by the law or the court with competent jurisdiction, and the User is unable to invoke a right to privilege recognised or permitted by statute or by the court with competent jurisdiction, the User is not obliged to pay compensation for damages or other compensation and the counterparty is not entitled to dissolve the Contract on the ground of any losses thus caused.

rticle 21. Intellectual property and copyrights

- Notwithstanding the other provisions of these general terms and conditions, the User reserves the rights and powers enjoyed by the User under the Netherlands Copyright Act.
- Netherlands Copyright Act.
 All reports, recommendations, Contracts, designs, sketches, drawings, software, etc., issued by the User are exclusively designated for the Client's use and the Client may not, without the prior permission of the User, reproduce them, publicise them or communicate them to third-parties unless otherwise determined by the nature of the documents issued. The User reserves the right to use information received through the implementation of the work for other purposes provided that doing so does not result in confidential information being disclosed to third-parties.

Article 22. No-takeover of personnel

22.1. During the term of the Contract and for one year following its termination the Client will refrain from employing or otherwise making use of the services, directly or indirectly, of employees of the User or of companies engaged by the User for the implementation of this Contract or which are or have been involved in the implementation of the Contract other than following proper consultation on that subject with the User.

Article 23. Disputes

- In the absence of mandatory rules of law to the contrary, the court in the User's place of establishment has exclusive competent jurisdiction. The parties shall not refer a matter to court until they have done their utmost to resolve the dispute in mutual consultation.

Article 24. Applicable law
24.1. All legal relationships between the User and the Client to which these
general conditions apply shall be governed by the laws of the Netherlands.
The Vienna Sales Convention is expressly excluded.