

GENERAL TERMS AND CONDITIONS**NODDEVELT B.V.**

registered at
Zandstraat 37
5258 TW BERLICUM, THE NETHERLANDS.

VAT No.: NL 8564.25.540.B01

CoC No.: 66169798

Branch number: 000034817832

Article 1: Applicability, definitions

1. These General Terms and Conditions apply to every offer and every contract of sale and to every order agreement to perform work and where applicable, the delivery of the accompanying goods of Noddevelt BV, registered in Berlicum (province of Noord-Brabant), hereinafter referred to as 'the user'.
2. The buyer or client is referred to below as 'the other party'.
3. A number of provisions in these General Terms and Conditions concern natural persons who are not acting in the course of a profession or operation of a business. In these provisions, the other party is referred to as 'the consumer'.
4. In these General Terms and Conditions, 'written' or 'in writing' refers to communications by letter, by email, by fax or by any other means of communication that can be equated with these in view of the state of the art and generally accepted views.
5. The possible non-application of part or all of a provision of these General Terms and Conditions is without prejudice to the application of the other provisions.
6. In the event of a discrepancy or conflict between these General Terms and Conditions and a translated version of thereof, the Dutch text applies.
7. These General Terms and Conditions also apply to any agreement arising from follow-up or part orders or follow-up or part assignments.
8. If the user has already made these General Terms and Conditions available to the other party, a lasting trading relationship exists. The user need not then continually make the General Terms and Conditions available again for them to apply to future agreements.

Article 2: Tenders, offers and prices

1. Every tender and every offer from the user remains valid for the term referred to in that tender or offer. A tender or offer in which no term of validity is mentioned is without obligation. In the case of a tender or offer without obligation, the user has the right to recall this tender or offer within two working days of receipt of its acceptance. Unless the parties have agreed on work for a fixed fee, the user will perform the agreed work on the basis of an hourly rate. Before or on contracting of the user's agreement to perform work, the other party may require an indication of the fee owed for this. If the approximate fee quoted threatens to be exceeded by more than 20%, the user will contact the other party to discuss the additional costs. The hourly rates apply for normal working days, which refers to Monday to Friday (with the exception of recognised public holidays) for the times agreed between the parties. With urgent orders, or if the work must take place outside the working days referred to in the preceding paragraph, at the request of the other party, the user has the right to apply a surcharge on the hourly rate. If a dispute arises between the parties concerning the number of hours spent and/or charged, the user's time registration is binding, unless the other party provides evidence to the contrary.
2. The prices shown in a tender, offer or price list are exclusive of VAT and any costs, such as transportation costs, dispatch costs, administration costs, handling costs and invoices from third parties deployed.
3. The user has the right to increase the fixed fee if it is found in the course of the execution of the agreement that the parties did not estimate the agreed or expected volume of work accurately, without this being attributable to the user, and the user cannot reasonably be expected to perform the work for the agreed fee.
4. If a dispute arises between the parties concerning the number of hours spent and/or charged, the user's time registration is binding, unless the other party provides evidence to the contrary.
5. A combined tender or offer does not oblige the user to deliver part of the performance offered for a proportionate part of the price.
6. If the tender or offer is based on information provided by the other party and this information proves to be incorrect or incomplete, or changes at a later date, the user has the right to adjust the quoted prices and/or lead times.
7. Tenders, offers and prices do not apply automatically for follow-up orders or part orders.
8. Samples, models, notices of colours, dimensions and weights and other descriptions provided in brochures, promotional materials and/or on the website of the user are as accurate as possible but serve as an indication only. The other party cannot derive any rights from this.

9. The samples and models provided remain the property of the user and must be returned to the user at its earliest request, at the expense of the other party.
10. If cost price or price increasing circumstances arise for the user between the date of the contracting of the agreement and its execution as a result of changes in laws and regulations, government measures or changes in the prices of the materials and/or raw materials required, the user has the right to increase the agreed prices accordingly and to charge the other party these increased prices. In the event of price increases within three months of the contracting of the agreement, the consumer is authorised to terminate the agreement by means of a written statement. If the consumer has not notified the user within 14 days of the notification of the price change that it wishes to make use of its power to terminate the agreement, the user may assume that the consumer consents to the price change.

Article 3a: Contracting of agreements

1. The agreement is contracted after the other party has accepted the user's offer, even if this acceptance differs from the offer on minor points. However, if the other party's acceptance differs on material points, the agreement is contracted only if the user has consented to these differences in writing.
2. The user is bound by:
 - a. orders that are not preceded by an offer;
 - b. oral agreements;
 - c. additions or changes to the General Terms and Conditions or the agreement;only after their written confirmation to the other party by the user or as soon as the user, without any objection from the other party, commences the execution of the order or the agreements.

Article 3b: Contract variations

1. 'Additional work' refers to all extra work and deliveries not included in the tender, offer or order, performed or made at the request of the other party or that necessarily arise from the work.
2. Contract variations must be agreed by the user and the other party in writing. The user is bound by oral agreements only after these have been confirmed to the other party by the user in writing or as soon as the user, without any objection from the other party, commences the execution of these agreements.
3. Settlement of contract variations takes place:
 - a. in the event of changes to the original order;
 - b. in the event of unforeseen cost increases or reductions.
4. Settlement of contract variations takes place on the final settlement, unless the parties have agreed otherwise in writing.

Article 4: Deployment of third parties

The user may provide for certain deliveries and work to be performed by third parties, at the user's discretion, if, in the view of the user, this is necessary for good execution of the agreement.

Article 5: Obligations of the other party

1. The other party must ensure that it makes the information necessary for the execution of the agreement available to the user in a timely manner and in the manner required by the user and that this information is accurate and complete.
2. All goods supplied by the user may be resold by the other party only in the original packaging of the user or its supplier. The other party may not make changes to the original packaging and must prevent damage to it.
3. The other party must ensure that the user has access to the location to which the goods must be delivered or the work must be performed on the agreed dates and at the agreed times. This location must comply with all current statutory safety and other requirements.
4. If the other party fails to comply with the above obligations or fails to do so in a timely manner, the user has the right to suspend the execution of the agreement until such time as the other party has complied with its obligations. The other party bears the risk and expense of the costs relating to delays and other consequences of this.
5. If the other party fails to comply with its obligations and the user fails to require compliance of the other party, this is without prejudice to the user's right to claim compliance at a later date.

Article 6: Delivery, lead times

1. Agreed lead times can in no case be regarded as final terms. If the user fails to comply with its delivery obligations or fails to do so in a timely manner, the other party must give written notice of default, granting a reasonable term for compliance with these delivery obligations as yet.
2. If the user fails to provide the agreed work, or fails to do so in a timely manner, the other party must give notice of default, granting a reasonable term for the provision of such work as yet.
3. If the commencement, progress or delivery of the work or the agreed delivery of goods is delayed because:

- a. the user has not received all the necessary information from the other party in good time;
 - b. the user has not received any agreed prepayment or payment from the other party in good time;
 - c. other circumstances arise for which the other party bears the risk and expense; the user is entitled to a reasonable extension of the lead times and to compensation for the costs and damage involved, such as any waiting hours.
4. The user will make efforts to realise the agreed work and deliveries within the agreed and planned times, in as far as this can reasonably be expected of it. If the execution of the agreement must be realised early at the request of the other party, the user has the right to charge the other party the overtime hours and other costs involved.
 5. The user is required to perform the work correctly, properly and in accordance with the provisions of the agreement. The user must perform the work in a manner that limits injury to persons or damage to goods or the environment as far as possible.
 6. The user is deemed to be familiar with the statutory provisions and government decisions relevant for the execution of the agreement, in as far as these apply to the agreement on the date of execution. The other party bears the costs associated with compliance with these provisions and decisions.
 7. If, during the execution of the agreement, it proves impossible to perform the agreed work and/or to make the agreed deliveries at the agreed time due to unforeseen circumstances, the user shall enter into consultation with the other party on a change to the agreement. The user will then inform the other party of the consequences of the change for the agreed prices, rates and lead times. If the execution of the agreement becomes impossible as a result, the user is in any event entitled to full payment for all the work it has already performed and the deliveries it has already made.
 8. The user has the right to make part-deliveries, in which case each part-delivery may be invoiced separately.
 9. The risk of goods to be delivered is transferred to the other party at the time of delivery. This is the time at which the goods to be delivered leave the premises, warehouse, business or shop of the user or the user has notified the other party that it can collect these goods.
 10. By way of derogation from the preceding paragraph, for consumers the time of delivery is the time at which the goods actually become available to them.
 11. Dispatch or transportation of the goods takes place at the risk and expense of the other party, in a manner to be determined by the user. The user is not liable for damage of any kind whatsoever, to the goods themselves or otherwise, relating to the dispatch or transportation.
 12. By way of derogation from the preceding paragraph, for consumers dispatch or transportation of the goods takes place at the user's risk, but at the expense of the consumer.
 13. If the user delivers the goods to the other party, the risk of the goods is transferred at the time when the goods arrive at the other party's location and are actually available to that party.
 14. If, due to a cause for which the other party bears the risk, it does not prove possible to deliver the ordered goods to the other party, or to do so in the agreed manner, or if the goods are not collected, the user has the right to store the goods at the risk and expense of the other party. Within a term to be set by the user following notification of the storage, the other party must enable the user to deliver the goods or must collect the goods within that term as yet.
 15. If, following the term referred to in the preceding paragraph, the other party still fails to comply with its take-up obligation, that party is immediately in default. The user then has the right to terminate the agreement with immediate effect, partially or in full, by means of a written statement and to sell the goods to third parties without any obligation to pay compensation for damage, costs and interest arising from this for the user. The foregoing is without prejudice to the obligation of the other party to pay any storage or other costs, damage due to delays, loss of earnings or other damage, or to its right to still claim compliance from the user.
 16. An agreed delivery term does not commence until such time as the user has received all information necessary for the delivery and any agreed payment or prepayment from the other party. If this results in delays, the delivery term will be extended pro rata.

Article 7: Packaging

1. Packaging intended for repeated use remains the property of the user. The other party may not use this packaging for purposes other than that for which it is intended.
2. The user determines whether the other party must return the packaging or whether the user will collect this itself, and at whose expense this takes place.
3. The user has the right to charge the other party a fee for this packaging. If the other party returns the packaging carriage paid within the term agreed for this, the user must accept this packaging and refund the fee charged to the other party or settle this with the fee that the other party must pay for packaging for a subsequent delivery. The user does always have the right to deduct a 10% handling charge from the amount to be refunded or settled.
4. If the packaging is damaged, incomplete or destroyed, the other party is liable for this damage and its right to the refund of the fee lapses.

5. If the damage referred to in the preceding clause is higher than the fee charged, the user need not take back the packaging. The user then has the right to charge the other party for this at the cost price less the fee paid by the other party.
6. The user is not required to take back packaging intended for once-only use and may leave this with the other party. The other party then bears any costs for its removal.

Article 8: Complaints and returns

1. The other party must check the delivered goods immediately after receipt and report any visible shortcomings, defects, damage and/or discrepancies in numbers on the consignment note or the accompanying slip. In the absence of a consignment note or accompanying slip, the other party must report the shortcomings, defects, etc to the user within two working days of the receipt of the goods, followed by written confirmation of this. In the absence of such a report, the goods are deemed to have been received in good condition and to comply with the agreement. All complaints concerning the work performed must also be reported to the user in writing immediately after detection, i.e. no later than within two working days of delivery of the result of the work. The other party bears the risk of all consequences of failure to report complaints immediately.
2. Other complaints must be reported to the user in writing immediately after detection and in any event within the agreed guarantee term. The other party bears the risk of all consequences of failure to report complaints immediately. If no explicit guarantee term is agreed, a term of one year following delivery applies.
3. If a complaint is not reported to the user within the terms referred to in the preceding paragraphs, no appeal is possible on the grounds of an agreed guarantee.
4. Ordered goods are delivered in the wholesale or other packaging in stock at the user and/or in minimum volumes or numbers. Limited deviations in the stated dimensions, weights, numbers, colours, etc that are accepted in the sector do not qualify as shortcomings on the part of the user. No appeal on the grounds of the guarantee is possible here.
5. Complaints do not lead to suspension of the other party's payment obligations.
6. The preceding paragraph does not apply for the consumer.
7. The other party must enable the user to investigate the complaint and must provide the user with all the relevant information for this. If a return dispatch is necessary for the investigation of the complaint, the other party bears the expense of this unless the complaint proves to be well-founded after the event. The transport risk is always borne by the other party.
8. In all cases, return dispatches take place in a manner to be determined by the user and in the original packaging.
9. No complaints are possible regarding shortcomings in or properties of goods produced from natural materials if these shortcomings or properties are inherent in the nature of these materials.
10. No complaints are possible with regard to discolouration and limited mutual colour differences. No complaints are possible on goods that, following receipt by the other party, have changed in nature and/or composition or have been fully or partially processed.

Article 9: Guarantees

1. The user will ensure that the agreed work and deliveries are performed correctly and in accordance with the standards applying in its sector, but never gives a more far-reaching guarantee regarding this work and these deliveries than that explicitly agreed between the parties.
2. During the guarantee term, the user guarantees the usual normal quality of the delivered goods or work. The user never guarantees that deliveries will not constitute a health risk for the other party and/or third parties.
3. If the manufacturer or supplier has issued a guarantee for the goods delivered by the user, that guarantee will apply in the same way between the parties. The user will inform the other party of this.
4. If the purpose for which the other party wishes to process or use the goods differs from the usual purpose of those goods, the user only guarantees that the goods are suitable for that purpose if it has confirmed this to the other party in writing.
5. No claim under the guarantee can be made as long as the other party has not yet settled the agreed price for the goods.
6. The preceding paragraph does not apply for the consumer.
7. With a justified claim under the guarantee, the user, at its own discretion, will provide for free restoration or replacement of the goods, the correct execution of the agreed work or for a refund or discount on the agreed price. In the event of additional damage, the provisions of the liability article included in these General Terms and Conditions apply.
8. By way of derogation from the preceding paragraph, the consumer has a choice between restoration or replacement of the goods or in the case of the performance of work, the correct execution of the agreed work, unless this cannot reasonably be required of the user. Instead of this, the consumer may always terminate the agreement by a written statement or claim a discount on the agreed price.
9. The provisions of Article 10 concerning liability apply to this article.

Article 10: Liability

1. The user accepts no liability whatsoever beyond what has been explicitly agreed or the guarantees issued by the user.
2. Without prejudice to the provisions of the preceding paragraph, the user is liable for direct damage only. All liability of the user for consequential loss, such as loss of earnings, loss of profit and/or losses suffered, losses due to delays and/or damage or injury to persons and/or health risks, is explicitly ruled out.
3. The other party must keep itself informed on and conduct investigations into any harmful consequences of and risks for the use of the deliveries, regardless of whether the user has notified the other party of these. The other party bears the risk and expense of the use of the deliveries at all times. The other party must take all measures to limit exposure to the delivered goods that could mean health risks. The user is in no case liable for health risks. The other party must itself check whether research is conducted into the use of the delivered goods and the health risks of such use. If government regulations are imposed for the use of the deliveries, the other party must comply with these, regardless of whether the user has informed the other party about such regulations. The other party must take all measures necessary to prevent or limit the damage and to prevent or limit health risks in the use of the delivered goods.
4. If the user is liable for the damage suffered by the other party, the user's liability for compensation for damage is always limited to a maximum of the amount paid out by its insurer as the occasion arises. If the insurer makes no pay-out or the damage is not covered by insurance contracted by the user, the user's liability for compensation for damage is limited to a maximum of the amount invoiced for the delivered goods or the work performed.
5. The other party must claim against the user for this within six months of becoming aware of the damage suffered or of the date on which it could have become aware of this.
6. By way of derogation from the preceding paragraph, a term of one year applies for consumers.
7. The user is not liable and the other party can make no claim under the applicable guarantee if the damage arises:
 - a. through inexpert use or use contrary to the purpose of the deliveries or the instructions, advice, use instructions, information leaflets provided by or on behalf of the user, and/or through use contrary to the advice of the government and/or the manufacturer(s), etc;
 - b. through inexpert storage or maintenance of the goods;
 - c. through errors or omissions in the information provided to the user by or on behalf of the other party;
 - d. through directions or instructions issued by or on behalf of the other party;
 - e. as a result of a choice of the other party at variance with what the user advised and/or what is customary;
 - f. through the choice made by the other party in relation to the goods to be delivered;
 - g. because repairs, other work or processing of the delivered goods were performed by or on behalf of the other party without the explicit prior consent of the user;
 - h. through the composition of the delivery;
 - i. because the deliveries contain, among other things, polycyclic aromatic hydrocarbons (PAHs), plasticisers and heavy metals such as zinc, lead and cadmium.
8. In the cases listed in the preceding paragraph, the other party is fully liable for all damage arising from this and explicitly indemnifies the user against all third party claims for compensation for such damage.
9. The limitations of liability included in this article do not apply if the damage is attributable to intent and/or wilful recklessness on the part of the user or the managers at board level or if this is prevented by mandatory statutory provisions. Only in these cases will the user indemnify the other party against any third party claims against the other party.
10. The other party is aware that it is not yet (fully) known to what extent the deliveries and the use of the deliveries constitutes a risk to health (in due course or otherwise).

Article 11: Payments between companies

1. The user always has the right to require the other party to make full or partial prepayment or provide any other surety for payment.
2. Payment must take place within a term of 15 days of the invoice date, unless the parties have agreed a different payment term in writing. The accuracy of an invoice is established here if the other party does not lodge an objection within this payment term.
3. If, following the expiration of the term referred to in the preceding paragraph, an invoice has not been paid in full or no direct debit has been possible, the other party owes the user cumulative interest for delays amounting to 2% of the principal per month. Parts of a month shall be charged as a full month in that case.
4. If payment is still not made following a warning from the user, the user also has the right to charge the other party out-of-court collection costs amounting to 15% of the invoiced amount, with a minimum of €150.

5. In the absence of full payment by the other party, the user has the right to terminate the agreement without further notice of default, through a written statement, or to suspend its contractual obligations until the other party has paid or has provided sound surety for this. The user also has the aforementioned right of suspension if it already had sound reasons to doubt the creditworthiness of the other party before the other party defaulted on payment.
6. The user will first deduct payments made by the other party from all interest and costs payable and then from the invoices that have been outstanding longest, unless the other party states in writing on payment that the payment relates to a later invoice.
7. The other party may not settle the user's receivables with any of its receivables from the user. This also applies if the other party applies for a moratorium on payments, provisional or otherwise, or is declared bankrupt or made subject to a compulsory winding up order.

Article 12: Payment by consumers

1. The user always has the right to require the consumer to make full or partial prepayment or provide any other surety for payment. The requested prepayment will amount to no more than 100% of the agreed price.
2. Payment must take place within a term of 15 days of the invoice date, unless the parties have agreed a different payment term in writing. The accuracy of an invoice is established here if the consumer does not lodge an objection within this payment term.
3. If, following the expiration of the term referred to in the preceding sentence, an invoice has not been paid in full or no direct debit has been possible, the consumer owes the user cumulative interest for delays amounting to 2% of the principal per month. Parts of a month shall be charged as a full month in that case.
4. If payment is still not made following a warning from the user, the user also has the right to charge the consumer out-of-court collection costs. In the aforementioned warning, the user will grant the consumer a further term of at least 14 days in which to pay.
5. The out-of-court collection costs referred to in the preceding paragraph amount to:
 - a. 15% of the amount of the principal for the first €2,500 of the claim (with a minimum of €40);
 - b. 10% of the amount of the principal for the following €2,500 of the claim;
 - c. 5% of the amount of the principal for the following €5,000 of the claim;
 - d. 1% of the amount of the principal for the following €190,000 of the claim;
 - e. 0.5% of the remaining amount of the principal,in all cases with an absolute maximum of €6,775.
7. For the calculation of the out-of-court collection costs, the user has the right to increase the principal of the claim after one year by the cumulative interest for delays accrued in that year in accordance with paragraph 3 of this Article.
8. In the absence of full payment by the consumer, the user has the right to terminate the agreement without further notice of default, through a written statement, or to suspend its contractual obligations until the consumer has paid or has provided sound surety for this. The user also has the aforementioned right of suspension if it already had sound reasons to doubt the creditworthiness of the consumer before the consumer defaulted on payment.
9. The user will first deduct payments made by the consumer from all interest and costs payable and then from the invoices that have been outstanding longest, unless the consumer states in writing on payment that the payment relates to a later invoice.

Article 13: Reservation of ownership

1. The user reserves ownership of all goods delivered and still to be delivered pursuant to the agreement until such time at which the other party has complied with all its payment obligations to the user.
2. The payment obligations referred to in the preceding paragraph consist of the payment of the sale price of the goods plus receivables due to work performed in relation to the delivery and claims due to the attributable default of the other party on compliance with its obligations, such as claims for the payment of compensation for damage, out-of-court collection costs, interest and any penalties.
3. If this concerns the delivery of identical goods that cannot be individualised, the consignment of goods to which the oldest invoices relate are always deemed to have been sold first. The reservation of ownership is therefore always vested in all delivered goods that are still in stock, in the shop and/or among the household effects of the other party at the time at which the reservation of ownership is invoked.
4. The other party may resell goods that are subject to a reservation of ownership as part of its normal business operations, provided that it also imposes a reservation of ownership for the delivered goods on its own customers.
5. As long as the delivered goods are subject to a reservation of ownership, the other party may not pledge the goods in any way or place the goods within the (actual) power of a financier by means of lists of receivables pledged to the bank.

6. The other party must notify the user in writing without delay if third parties claim ownership or other rights to the goods that are subject to a reservation of ownership.
7. For as long as the goods are subject to the reservation of ownership, the other party must treat them with care and keep them as identifiable property of the user.
8. The other party must provide for business or home contents insurance such that the goods subject to reservation of ownership are included under the policy at all times and will grant the user access to the insurance policy and the accompanying proof of premium payments at the user's earliest request.
9. If the other party acts in contravention of the provisions of this article or the user invokes the reservation of ownership, the user and its employees have the irrevocable right to enter the site of the other party and to recover the delivered goods subject to reservation of ownership. This applies without prejudice to the right of the user to compensation for damage, loss of profit and interest and the right to terminate the agreement through a written statement without further notice of default.

Article 14: Bankruptcy or compulsory winding up, no power of disposition

1. The user always has the right to terminate the agreement by a written statement to the other party, without further notice of default, at such time as the other party:
 - a. is declared bankrupt or made subject to a compulsory winding up order, or an application has been filed for its bankruptcy or a compulsory winding up order;
 - b. applies for a (provisional) moratorium on payments;
 - c. is subject to attachment under a warrant of execution;
 - d. is placed under guardianship or administration;
 - e. otherwise loses its power of disposal of property or legal capacity in relation to its equity or parts thereof.
2. The other party must always notify the receiver or administrator of the (content of the) agreement and these General Terms and Conditions.

Article 15: Force majeure

1. In the event of force majeure on the part of the other party or the user, the user has the right to terminate the agreement through a written statement to the other party or to suspend compliance with its obligations to the other party for a reasonable term without being liable for any compensation for damage.
2. In relation to these General Terms and Conditions, force majeure on the part of the user refers to nonattributable shortcomings of the user, third parties or suppliers that it deploys or other serious reasons on the part of the user.
3. Circumstances that involve force majeure on the part of the user include, among other things, war, riots, mobilisation, domestic and foreign unrest, government measures, strikes within the organisation of the user and/or of the other party or the threat of such or similar circumstances, disruptions of currency exchange rates pertaining at the time of the contracting of the agreement, business disruptions due to fire, break-ins, sabotage, power outages, loss of internet or telephone connections, natural phenomena, natural or other disasters, etc and due to weather conditions, road blocks, accidents, import and export restrictions, etc and transport and delivery problems arising.
4. If the situation of force majeure commences when the agreement has already been partially executed, the other party must in any event comply with its obligations to the user up to that time.

Article 16: Cancellation, suspension

1. If the other party wishes to cancel the agreement prior to or during its execution, it will owe the user compensation for damage to be determined by the user. This compensation for damage covers all costs incurred by the user and the damage that it suffers as a result of the cancellation, including the loss of profit. The user has the right to fix the compensation for damage and, at its own discretion and depending on the deliveries already made, to charge the other party 20% to 100% of the agreed price.
2. The other party is liable to third parties for the consequences of the cancellation and indemnifies the user against claims from those third parties arising as a result.
3. The user has the right to settle all amounts paid by the other party with the compensation for damage owed by the other party.
4. In the event of suspension of the execution of the agreement at the request of the other party, all costs incurred until that time become payable on demand and the user may charge the other party for these. The user may also charge the other party for all costs incurred or to be incurred during the suspension period.
5. If the execution of the agreement cannot be resumed after the agreed period of suspension, the user has the right to terminate the agreement by a written statement to the other party. If the execution of the agreement is resumed after the agreed period of suspension, the other party must reimburse any costs arising for the user as a result of this resumption.

Article 17: Intellectual property rights

1. The user is and remains the holder of all intellectual property rights vested in, arising from, relating to and/or belonging to the goods delivered by the user in the context of the agreement, unless the parties have agreed otherwise in writing. Both during and after the completion of the execution of the agreement, the exercise of these rights is reserved explicitly and solely for the user.
2. Among other things, this means that the other party may not copy, change or reproduce the goods delivered by the user or parts thereof without the user's prior written consent.
3. The other party accepts that the logo and/or brand name of the user will be displayed on the goods delivered by the user or parts thereof. The other party will not remove the logo and/or brand name of the user from these goods or parts thereof.
4. The other party consents to the use of its name as a reference by the user after the performance of the work and the delivery of materials. After the performance of the work and the delivery of materials, the other party grants the user permission to take photographs at the other party and to publish these photographs in leaflets and on the website and the like of the user. The user will notify the other party of this separately in writing (by e-mail) in advance. If the other party has objections to this, it shall notify the user of this in writing within eight days of receiving the notification from the user.
5. The other party guarantees that any documents and files that it has provided to the user do not infringe the copyrights or any other intellectual property rights of third parties. The other party is liable for any damage that the user suffers through such infringements and indemnifies the user against claims from those third parties.

Article 18: Right of retention

1. The user has the right to suspend the issue of the ordered goods and the return of the goods of the other party that the user possesses for the performance of work if and for the period that:
 - a. the other party has failed to pay the costs of work on these goods, or has failed to do so in full;
 - b. the other party has failed to pay the costs of earlier work performed by the user on the goods, or has failed to do so in full;
 - c. the other party has failed to pay other debts due and payable arising from the contractual relationship with the user, or has failed to do so in full.
2. The user is not liable for damage of any kind whatsoever arising from the retention right that the user exercises.

Article 19: Applicable law/competent court

1. The agreement contracted by the user and the other party is governed solely by Dutch law.
2. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is explicitly ruled out.
3. Any disputes will be submitted to the competent court in the place at which the user is registered, although the user always retains the right to submit a dispute to the competent court in the place in which the other party is registered.
4. The consumer may always opt to submit the dispute to the court that is competent by law, provided that this choice is notified to the user in a timely manner. 'Timely' refers here to within one month of the user notifying the consumer in writing that it wishes to submit the dispute to the court of its place of business.

Berlicum, 1 January 2019