

**General Terms and Conditions
EUROTAPE BV**

Article 1. Definitions

In these general terms and conditions, the terms below will be used in the following sense, unless explicitly indicated otherwise or unless it appears otherwise from the context:
EUROTAPE: the user of these general terms and conditions; EUROTAPE BV established at Oostergracht 2-4 in Soest, and registered with the Chamber of Commerce under CoC No 31035537;
Customer: the business that enters into an agreement with EUROTAPE, or has received a quotation/offer from EUROTAPE, or with which EUROTAPE has any legal relationship, or for which EUROTAPE performs any legal act;
Agreement: the agreement between EUROTAPE and the Customer;
Product: the product supplied by EUROTAPE within the framework of the agreement;
In writing: by letter, by fax or by electronic means.

Article 2. General

- 2.1. These general terms and conditions shall apply to all offers, quotations and activities of EUROTAPE in the broadest sense of the word, as well as to all (additional) agreements between EUROTAPE and the Customer.
- 2.2. The applicability of any purchasing or other conditions on the part of the Customer is expressly rejected.
- 2.3. Deviations from the general terms and conditions shall only be binding if and insofar as this has been expressly agreed in writing, and only in respect of the offers, quotations, activities and agreements including any supplements thereto to which they apply. These general terms and conditions shall remain fully in force with regard to any other offers, quotations, activities and agreements including any supplements thereto.
- 2.4. At the Customer's request, EUROTAPE shall send the Customer a translation of these general terms and conditions in German, Italian or English. However, should a difference of opinion arise concerning the interpretation of the contents of these general terms and conditions, then the Dutch version shall prevail.
- 2.5. If EUROTAPE does not always require strict compliance with these general terms and conditions, this shall not mean their provisions do not apply, or that EUROTAPE would in any way lose its right to require strict compliance with these general terms and conditions in any other case.

Article 3. Offer, quotations and conclusion of the agreement

- 3.1. Any quotations (including price offers, estimates and advance calculations) and offers drawn up by EUROTAPE shall be without commitment, unless otherwise agreed in writing. A quotation and/or an offer may be withdrawn by EUROTAPE up to five working days after acceptance by the Customer. Unless otherwise agreed in writing, quotations and offers by EUROTAPE shall be valid for three months.
- 3.2. Quotations shall include a quotation of the costs associated with the provision of products and/or services described in the quotation. The Customer shall not be entitled to demand the delivery of any other products and/or services.
- 3.3. Quotations by EUROTAPE shall be based on the information provided by the Customer, who shall be liable for the accuracy and completeness of such information and shall guarantee they provide all the information required for preparation and execution of the agreement to the best of their knowledge.
- 3.4. Subject to revocation, an agreement shall only become valid when EUROTAPE has accepted an order in writing by means of an order acknowledgement after acceptance of the quotation by the Customer. The order acknowledgement shall be deemed to fully and accurately reflect the agreement. Supplementary arrangements and/or amendments by anyone at all shall only be binding if they are acknowledged in writing by EUROTAPE.
- 3.5. Agreements for which no quotation and/or order acknowledgement is sent out in view of their nature and scope shall become effective when EUROTAPE starts to execute them.
- 3.6. Apparent errors or mistakes in leaflets, quotations, offers, e-mail messages or publications by EUROTAPE are not binding for EUROTAPE.
- 3.7. EUROTAPE shall remain the owner of any images, drawings, calculations, explanations, advice or any other documentation made available to the Customer or provided to the Customer by EUROTAPE, along with any offer or quotation submitted by EUROTAPE and/or in connection with any agreement concluded with EUROTAPE.

Article 4. The price

- 4.1. Unless expressly agreed otherwise, all prices quoted by EUROTAPE shall be in euros and exclude VAT, import duties and other taxes, duties or charges, but shall include packaging costs. The prices shall be delivery ex works, warehouse or other place of storage of EUROTAPE.
- 4.2. When the agreement has been concluded and confirmed, EUROTAPE shall be entitled to adjust the price or terminate the agreement if factors justifying this arise. Such factors shall include, on a non-exclusive basis, an increase in material prices, production costs, import duties, taxes, exchange rate fluctuations etc.
- 4.3. After having been informed of the adjustment of prices as referred to in Article 4.2, the Customer shall be entitled to terminate the agreement if the agreed price is adjusted by EUROTAPE within three months of conclusion of the agreement. Termination by the Customer must occur in writing within one week of being informed of a price adjustment. If the Customer does not terminate the agreement in writing within one week of having been informed of a price adjustment, the parties shall be deemed to have reached agreement on the price increase announced by EUROTAPE.

Article 5. Implementation of the agreement

- 5.1. Agreed services or activities are performed by EUROTAPE to the best of its knowledge and ability, in accordance with the requirements of good craftsmanship. However, there shall never be a commitment to a result to be achieved.
- 5.2. EUROTAPE shall be entitled, without notifying the Customer of this, to have the agreement fully or partially performed by third parties.

Article 6. Obligations of the Customer

- 6.1. The Customer shall ensure that all data which EUROTAPE indicates is required or which the Customer should reasonably understand is required for the performance of the agreement, is made available to EUROTAPE in a timely manner.
- 6.2. If the data supplied by the Customer is incomplete and/or incorrect, this will be fully at the expense and risk of the Customer.
- 6.3. The Customer shall be obliged to inform EUROTAPE without delay of any facts or circumstances that may be of interest in connection with the implementation of the agreement.
- 6.4. Only the Customer shall be responsible for observing all legal and otherwise applicable regulations that may apply in the country where the Customer is based, and in connection with the retention, transport, storage, use and sale, in whatever manner, of the products.
- 6.5. The Customer shall be responsible for the use and correct application of the product in their organisation.
- 6.6. EUROTAPE assumes that the Customer shall comply with all their legal obligations.
- 6.7. In case the Customer orders products with customized logo paper, EUROTAPE will keep printed logo paper on stock. EUROTAPE is not allowed to use Customer's printed logo paper for any other contact or purpose. If the Customer terminates the business relationship with EUROTAPE or does NOT order these products for three months or if EUROTAPE has to terminate the business relationship with the Customer due to breach of the General Terms and Conditions or any other agreement, Customer is obliged to buy the remaining logo paper at an Ex-Works (EXW) price which is equal to the purchase price plus 20% storage costs.

Article 7. Delivery

- 7.1. Delivery shall occur ex works from our premises in Soest, unless otherwise agreed in writing. The time at which the products leave the premises of EUROTAPE shall apply as the time of delivery. At that time, the risk of damage and/or loss of the products shall also transfer to the Customer.
- 7.2. Unless otherwise agreed in writing, EUROTAPE shall be responsible for the loading and unloading of the products as well as transportation or shipment of the products, all at the expense and risk of the Customer. EUROTAPE shall be free to determine the choice of transport/shipment, without accepting any liability for this.
- 7.3. EUROTAPE reserves the right, within a reasonable margin (reasonable with due observance of what is considered to be common in the industry) to deviate from the stipulated numbers, sizes and weights, without the Customer being entitled to delivery or return of the differences between what is supplied and stipulated, nor will the Customer then have an entitlement to demand compensation for damages or termination of the agreement. In the event EUROTAPE manufactures the products specially for the Customer, the Customer shall be obliged to accept an excess and shortage margin of 10%.
- 7.4. EUROTAPE reserves the right to make modifications to the composition of its products or to the products it undertakes to deliver respectively, if it is required to do so on the basis of any amendments in laws and/or regulations. EUROTAPE guarantees that this shall not be to the detriment of the functional properties of these products. The Customer will be informed of such a modification in writing.
- 7.5. EUROTAPE reserves the right to make partial deliveries of the products, in which case the (payment) terms described hereafter shall also apply to every partial delivery.
- 7.6. The Customer shall be personally responsible for all import duties, customs formalities and taxes with regard to the products.

Article 8. Delivery term and execution time

- 8.1. The delivery time as well as the execution time for the deliverable services and/or activities shall be determined on the basis of what has been agreed by the parties. These timescales shall be considered to be for indication purposes only and shall never be regarded as definitive.
- 8.2. As soon as EUROTAPE becomes aware that the specified deadline will be exceeded, EUROTAPE shall contact the Customer about this. The Customer's obligations shall remain unchanged. Only if the agreed delivery time or execution times are greatly exceeded (by over six weeks) shall the Customer be entitled to terminate the agreement, unless failure to deliver on time is due to force majeure. The Customer shall nevertheless never have any right to claim any penalties or compensation for damages.
- 8.3. In the event a delivery or execution time agreed with the Customer is exceeded as a result of force majeure, this time will automatically be prolonged by the period by which it is exceeded as the result of force majeure.

Article 9. Acceptance by the Customer

- 9.1. The Customer shall be obliged to accept the deliverables on the agreed date and make it possible for EUROTAPE to commence execution of the activities.
- 9.2. If the Customer fails to call up or accept the goods on the agreed date, or fails to make it possible for EUROTAPE to commence execution, the Customer shall be in default and EUROTAPE may, at its discretion:
 - 9.2.a. terminate the agreement;
 - 9.2.b. send the product to the Customer on the account and at the risk of the Customer;
 - 9.2.c. store the product on the account and at the risk of the Customer.All the expenses arising from the above circumstances, including the costs of storage and any reduction in proceeds shall be on the account of the Customer.
- 9.3. The provisions of Article 9.2 shall apply without prejudice to the other rights assigned to EUROTAPE.

Article 10. Payment

- 10.1. Unless otherwise agreed in writing, payment of the invoices must be made into a bank account designated by EUROTAPE within thirty days of the invoice date. Payment must be made without the deduction of any discount, bank charges or set-off. EUROTAPE reserves the right, if this is required for any reason whatsoever, to demand payment in advance.
- 10.2. Payment shall not be deemed to have been made until the amount payable has been irrevocably credited to EUROTAPE's bank account.
- 10.3. If payment is not made in good time, the Customer shall be legally in default from the expiry of the payment term and shall be obliged to pay interest on the amount due equal to the statutory interest rate for trade agreements from the date on which they start to be in default.
- 10.4. All judicial and extrajudicial collection costs incurred by EUROTAPE to collect the amounts due from the Customer shall be on the account of the Customer. The extrajudicial collection costs shall be set at 15% of the principal with a minimum of €100.
- 10.5. Payment of a sum of money assignable to a specific obligation shall first of all be offset against costs, subsequently against the interest accrued, and finally against the longest outstanding invoices payable and current interest.
- 10.6. In case of liquidation, bankruptcy, seizure or suspension of payment of the Customer, the claims of EUROTAPE on the Customer shall be immediately due and payable.
- 10.7. EUROTAPE shall be entitled, when it enters into the agreement or after it has done so, before performance or further performance, to obtain security from the Customer both for the payment obligations and for any other obligations of the Customer. If the Customer fails to provide this security within the period set by EUROTAPE, EUROTAPE shall be entitled to terminate the agreement and the Customer shall be liable for any losses resulting from this.

Article 11. Retention of title

- 11.1. EUROTAPE shall reserve title to all the products delivered by EUROTAPE to the Customer. Title to the products shall only be transferred to the Customer once the latter has met all their payment obligations under this or similar agreements and once the Customer has met EUROTAPE's claims concerning failure to meet any such obligation. The Customer shall undertake, at EUROTAPE's first request to this effect, to establish a non-possessory pledge on the products delivered by EUROTAPE to the Customer in ownership, in order to secure all current and future claims of EUROTAPE, on any grounds whatsoever.
- 11.2. Until they have met such claims, the Customer shall not be entitled to establish a pledge, possessory or otherwise, on any product delivered by EUROTAPE, alienate or lend or hire out such a product or resell it outside their normal business operations for the benefit of third parties.
- 11.3. The customer shall be obliged to store any products delivered under retention of title with due diligence and as recognisable property of EUROTAPE. The Customer shall at all times do whatever may be reasonably expected of them to secure the property rights of EUROTAPE. The Customer shall be obliged to insure the delivered products and keep them insured against fire, explosion and water damage, as well as against theft and to provide EUROTAPE with a copy of the policy of this insurance at the first request.
- 11.4. If the Customer does not or does not fully meet their obligations in respect of EUROTAPE, and in the event of termination of the agreement, on any grounds whatsoever, EUROTAPE shall be entitled to take back all products on which the retention of title rests, without prior notice of default or judicial intervention, without prejudice to the entitlement of EUROTAPE to full compensation for damages.
- 11.5. If EUROTAPE wishes to use its right, as described in this article, the Customer shall be obliged to grant EUROTAPE access to all locations where the products of EUROTAPE are stored.
- 11.6. In the event of seizure, suspension of payment or bankruptcy, the Customer shall immediately notify EUROTAPE of this, and point out EUROTAPE's (property) rights to the seizing bailiff, the administrator or the receiver.
- 11.7. The provisions specified in this article shall not affect any other rights to which EUROTAPE is entitled.

Article 12. Conformity

- 12.1. EUROTAPE shall guarantee that at the time of delivery, the products shall be free from any defect of significance in terms of craftsmanship and material, correspond with the quantity, quality, symmetry, format and colour as they appear from the written order confirmation. Deviations, as specified in 7.3 and 14.3 shall nevertheless be allowed.
- 12.2. All other implied terms and guarantees with respect to the quality or the suitability for the intended use of the products, are expressly excluded, unless explicitly agreed between the parties in writing.

Article 13. Images, samples and models

- 13.1. All images of the products offered included on the website, in quotations or brochures shall be approximate only and cannot form a reason for compensation and/or termination.
- 13.2. If models, samples or examples have been supplied to the Customer, and the Customer has approved of these models, samples or examples, then the products, which have been delivered in accordance with these models, samples or examples, shall be accepted by the Customer, who shall furthermore have no claim whatsoever against EUROTAPE based on any shortcoming in the performance of the agreement or on account of non-conformity of the products delivered. The Customer shall be bound to notify EUROTAPE in writing of any desired deviations from the models, samples or examples, after which EUROTAPE will present the Customer with new models, samples or examples for approval.

Article 14. Complaints

- 14.1. The Customer shall be obliged to immediately check the goods delivered, including the packaging, for any shortcomings and/or damage on receipt. Any relevant shortcomings, visible defects and/or damage must be stated by the Customer on the transportation document or the delivery note. Complaints must be submitted to EUROTAPE in writing as soon as possible, but in any case within eight working days of receipt of the products, with a detailed specification of the type of complaint and reason for the complaint, in the absence of which the Customer shall be deemed to have accepted the deliverables.
- 14.2. In the event of a complaint, the Customer shall be obliged to keep the products and/or consignments to which their complaint relates available for EUROTAPE. The Customer shall moreover be obliged to assist in any investigation by EUROTAPE. The fact that EUROTAPE proceeds with the investigation of a complaint shall not imply that EUROTAPE acknowledges a delivered product is defective.
- 14.3. Use of the goods shall be deemed to constitute acceptance. Furthermore, slight deviations, for example in quality, composition and characteristics or colour that are technically unavoidable or that are generally accepted shall never constitute grounds for complaints.
- 14.4. A complaint shall not give the Customer the right to fail to meet their obligations, including those for payment, in respect of EUROTAPE or to invoke suspension and/or offsetting of payment.
- 14.5. The provisions contained in the previous articles are without prejudice to the Customer's legal rights in the case of hidden defects in the delivered products. The Customer shall be obliged to report hidden defects to EUROTAPE in writing within eight days of their discovery or of the date on which they could reasonably have been discovered.
- 14.6. Returning the goods shall only be permitted if EUROTAPE has previously given its consent to this in writing, under conditions to be determined by EUROTAPE in greater detail. If goods are returned without EUROTAPE's consent, the dispatch as well as storage of the goods shall be on the account of and at the risk of the Customer.
- 14.7. If a complaint is justified, EUROTAPE solely shall be obliged to still deliver what is missing, replace the delivered goods or take back the goods and credit the relevant invoice amount to the Customer. The liability of EUROTAPE shall at all times be limited to what is stipulated in article 15.
- 14.8. Complaints will not be processed (further) if:
 - 14.8.a. any defects are the result of improper use;
 - 14.8.b. activities and/or modifications and/or repairs have been performed to the product by the Customer and/or third parties;
 - 14.8.c. the product was not used in accordance with the agreed purpose and in the absence of this, the conventional purpose;
 - 14.8.d. defects are the result of external conditions such as: fire, natural disasters, explosions, terrorism, cleaning agents, dirt accumulation, landslides, floods and weather conditions;
 - 14.8.e. defects are the result of any government regulation regarding the quality of the applied materials;
 - 14.8.f. the damage was caused by the Customer or by third parties (demolition);
 - 14.8.g. there is a slight deviation, which is common in trade and/or technically unavoidable;
 - 14.8.h. the product was not used in accordance with the instructions for use;
 - 14.8.i. checks were not executed carefully;
 - 14.8.j. defects are the result of components and/or products not supplied by EUROTAPE.
- 14.9. If the Customer has wrongly submitted a complaint, EUROTAPE shall be entitled to pass on all (investigation) costs consequently incurred by EUROTAPE to the Customer.
- 14.10. If the Customer does not meet its obligations in respect of EUROTAPE, this will exempt EUROTAPE from all its obligations as specified in this article.

Article 15. Liability and limitation

- 15.1. EUROTOPE cannot be held liable to pay compensation for any damage directly or indirectly resulting from:
- 15.1.a. an event that is in fact beyond its control and thus cannot be attributed to its actions and/or lack thereof, such as, among others, described in article 19 of these general terms and conditions;
 - 15.1.b. any act or negligence on the part of the Customer, their subordinates or other people employed by or on account of the Customer;
- 15.2. Under all circumstances, the Customer shall be responsible for the accuracy and completeness of the data supplied by them. EUROTOPE shall never be liable for any damage that is (partly) the result of the data supplied by the Customer being incorrect and/or incomplete. The Customer shall indemnify EUROTOPE against all claims in this respect.
- 15.3. EUROTOPE shall not be liable for any damage whatsoever that is the result of incorrect or incompetent use of the product supplied. The use of the product is entirely at one's own risk.
- 15.4. EUROTOPE shall not be liable for any damage if the Customer or any third parties have made modifications to the product.
- 15.5. In no case shall EUROTOPE be liable for any damage arising from or resulting from the product supplied having been used for an objective different from the one for which it is intended.
- 15.6. EUROTOPE shall not be liable for corruption or loss of data as a result of dispatch of the data with the help of telecommunication facilities.
- 15.7. Liability for consequential damage, immaterial damage, company or environmental damage, reputation damage, delay damage or damage as the result of liability in respect of third parties, is expressly excluded.
- 15.8. If and insofar as any liability can be attributed to EUROTOPE, despite the stipulations in this article, on whatever grounds, this liability shall be limited to the amount of the payment made by the insurer of EUROTOPE. If, in any given case, the insurer does not proceed with payment or the damage is not covered by the insurance, the liability of EUROTOPE shall be limited to the amount of the net invoice value of the products to which the liability pertains, with the proviso that EUROTOPE shall at most and exclusively be liable for an amount up to €100,000 for every claim. A series of related events giving rise to damage shall be considered to be one event/claim for the application of this article.
- 15.9. Claims must be made to EUROTOPE in writing within three months of the time when the Customer was able to discover the damage, on pain of forfeiture of any claim for damage.
- 15.10. The Customer shall indemnify EUROTOPE against any claims by third parties with regard to damage occurring in connection with products delivered by the Customer to such third parties, unless it is legally established that such claims are the direct consequence of wilful recklessness or intent on the part of EUROTOPE and the Customer moreover proves they are in no way to blame for such damage.

Article 16. Environmental clause

- 16.1. The Customer shall give EUROTOPE a guarantee that the raw materials and/or other materials prescribed or delivered by them meet current environmental legislation and/or regulations at the time of delivery.
- 16.2. If, during execution of the order, new environmental legislation and/or regulations come into force, making the processing of the raw materials and/or other materials prescribed or delivered by the Customer impossible or making such processing subject to more stringent safety standards, EUROTOPE shall be entitled to cancel the agreement, cease production and remove the raw materials and/or other materials at the expense of the Customer, where said raw materials and/or other materials shall be placed at the Customer's disposal in principle, without EUROTOPE being liable for compensation for damages.
- 16.3. The Customer shall indemnify EUROTOPE in respect of all claims by third parties pursuant to this article.

Article 17. Cancellation

- 17.1. Cancellation of an agreement by the Customer shall not be possible in principle. If the Customer nevertheless cancels an order in whole or in part, they shall be obliged to pay to EUROTOPE all the costs reasonably incurred in connection with the execution of the agreement (including costs of preparation, storage, provisioning, and suchlike) without prejudice to EUROTOPE's entitlement to compensation for loss of profits and other damages.
- 17.2. The Customer shall also owe cancellation costs in the event of cancellation. These shall amount to 30% of the principal amount plus VAT.

Article 18. Termination and suspension of the agreement

- 18.1. Both the Customer and EUROTOPE shall be entitled to rescind an agreement with immediate effect if the other party is declared bankrupt or is granted permission to suspend payments, or if the other party remains in default in respect of one or more obligations after having been notified of this in writing.
- 18.2. EUROTOPE shall not, under any circumstances, be obliged to pay the Customer any compensation in connection with termination of the agreement. This is without prejudice to EUROTOPE's entitlement to full compensation in the event of Customer being in breach of their obligations under the agreement and/or the general terms and conditions.
- 18.3. If the Customer fails to meet one or more of their obligations to EUROTOPE under an agreement with EUROTOPE and/or under these general terms and conditions, or fails to do so on time or does so improperly, EUROTOPE shall be entitled to suspend its obligations arising from the agreement and any agreements directly linked to it, in whole or in part, until the Customer has fully met their obligations in connection with them, or to dissolve the agreement by means of a written statement. In such a case, the Customer shall be bound to compensate EUROTOPE for any damage it has suffered, including as a result of loss of profits.
- 18.4. Furthermore, EUROTOPE shall be authorised to terminate the agreement if circumstances occur that are of such a nature that performance of the agreement is impossible or can no longer be required according to standards of reasonableness and fairness, or if circumstances otherwise occur that are such that unamended preservation of the agreement cannot reasonably be expected.
- 18.5. If the agreement is terminated prematurely by one of the parties, or in the event of suspension of the obligations arising from the agreement, EUROTOPE shall remain entitled to payment of invoices for any activities/deliveries performed up to that point.

Article 19. Force majeure

- 19.1. EUROTOPE shall not be bound to meet any obligation under any agreement if it is prevented from doing so by force majeure.
- 19.2. For the purposes of this article, force majeure shall include circumstances that can reasonably be expected to hinder (timely) delivery or performance by EUROTOPE, including, but not exclusively, government measures constituting a hindrance, transport problems, failure by EUROTOPE's suppliers to deliver (on time), strikes, fire, breakdown of machinery, (the threat of) war, terrorism, traffic restrictions, power failure, Internet failure, failure of e-mail traffic, virus infections or computer intrusion by third parties or road accidents.
- 19.3. Force majeure shall also be understood to mean a non-attributable failing by a third party deployed by EUROTOPE.
- 19.4. If EUROTOPE has already met its obligations in part or is only able to meet its obligations in part when the force majeure event occurs, it shall be entitled to invoice the already delivered or deliverable part separately and the Customer shall be bound to settle such an invoice as if it related to a separate agreement in such a case. Moreover, EUROTOPE shall be entitled to amend the contents of the agreement in such a way as to make its execution appear possible.
- 19.5. When the case of force majeure has lasted for longer than ninety days, both EUROTOPE and the Customer shall be entitled to terminate the agreement by rescission. The Customer shall not be entitled to claim any compensation for damages in such a case.
- 19.6. In the event of force majeure, EUROTOPE shall inform the customer of this as soon as possible.

Article 20. Confidentiality

- 20.1. Both parties shall be obliged to keep secret any confidential information they have received from each other or from a different source within the framework of their agreement. Information shall be considered to be confidential if this has been made known by the other party, or if this arises from the nature of the information. The party that receives confidential information will only use this for the purpose for which it is supplied.
- 20.2. Article 20.1 does not pertain to information that is generally known or has been lawfully acquired by a party from a source other than the other party.
- 20.3. If EUROTOPE 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 EUROTOPE is unable to invoke an exemption recognised or permitted by law or by the court with competent jurisdiction, EUROTOPE shall not be obliged to pay compensation for damages or other compensation, and the Customer shall not be entitled to terminate the agreement on the ground of any losses thus caused.

Article 21. Transfer

- 21.1. EUROTOPE shall be entitled to assign its rights and/or obligations arising from the agreements concluded with it to another legal person, who may or may not be affiliated with EUROTOPE, and said transfer shall release EUROTOPE from its obligations to the Customer. EUROTOPE shall inform the Customer of the transfer in writing. The Customer hereby agrees to such a transfer, for any time as may be necessary.
- 21.2. The Customer shall not be permitted, unless EUROTOPE gives prior consent in writing, to transfer its rights and/or obligations arising from an agreement concluded with EUROTOPE to third parties, or to encumber its rights with a limited right in favour of third parties. EUROTOPE shall not withhold such consent on unreasonable grounds.

Article 22. Intellectual and industrial property rights

- 22.1. EUROTOPE shall, at all times, retain all intellectual property rights to any documents, quotations, images, designs and drawings it has created or made available.
- 22.2. All intellectual and industrial property rights to the products developed by EUROTOPE as well as to concepts and designs remain with EUROTOPE. The Customer must respect the intellectual and industrial property rights of EUROTOPE at all times.
- 22.3. If the Customer acts in breach of the intellectual or industrial property rights of EUROTOPE, the Customer shall be liable for all damages sustained by EUROTOPE as a result of this, including loss of profits.

Article 23. Consequences of invalidity or voidability

- 23.1. If any of the provisions of these general terms and conditions is null and void or becomes so, the other provisions of the general terms and conditions shall remain in full force and the parties shall consult one another in order to reach agreement on new provisions to replace the null or voided provisions, in a way that takes account of the purpose and scope of the null or voided provisions as far as possible.

Article 24. Applicable law and disputes

- 24.1. Dutch law shall apply to the offers, quotations, activities and (additional) agreements, and to the execution thereof, as well as to these general terms and conditions themselves. The Vienna Sales Convention shall not apply.
- 24.2. Any disputes resulting from or in connection with the agreement to which these general terms and conditions apply, or any disputes resulting from or in connection with these terms and conditions and their interpretation or execution, both of a substantive and a legal nature, shall in the first instance be submitted to the competent court in the district of Utrecht.

Article 25. Amendment of the general terms and conditions

- 25.1. EUROTOPE shall be authorised to make amendments to these general terms and conditions. The amendments shall become effective on the announced time of entry into force, but shall not apply to agreements concluded before that date. EUROTOPE shall send the amended terms and conditions to the Customer in good time. If no time of entry into force is specified, any amendments shall become effective for the Customer once they are informed or become aware of the relevant amendment(s), although said amendment(s) shall not apply to agreements concluded before that date.