

GENERAL TERMS AND CONDITIONS

KIKKERLAND EUROPE B.V.

Artikel 1. Definitions

- 1.1 In all written communications and in these terms and conditions Supplier shall use the following definitions:
- A. Agent:** a local representative authorized by Kikkerland through a Agent Agreement in writing to represent her in doing business with Customers but never able to bind Kikkerland without an Order Confirmation;
 - B. Backorder(s):** An Order or a part of an Order that cannot be delivered directly from stock but needs to be produced or imported by Supplier.
 - C. B2B order system:** The electronic order system which Kikkerland provides access to for its Agents in order to place Orders of the Products electronically on behalf of the Customer;
 - D. Customer:** the natural or legal person who has been approved by Supplier as a new customer after receipt of an account number which allows the customer to order the Products.
 - E. In writing/written:** shall be understood as writings by letter, by fax or electronically sent by mail or automatically produced by the B2B order system;
 - F. Key Accounts:** Customers that have been classified as "key account" by Supplier after the account approval and receipt of the account number and having separate and special price, shipping and payment conditions;
 - G. Offer(s):** All offers/quotations in writing done by Supplier at the specific request for Products by the Customer or its Representative.
 - H. Prepaid Offers:** An Offer made with the condition of prepayment within 10 working days;
 - I. Orders:** any ordering of Products which is communicated by the Customer or its Representative verbally or in writing to Supplier;
 - J. Order Confirmation:** the confirmation of any Order in writing from Supplier to the Customer;
 - K. The Product(s):** All Kikkerland products available as displayed in her Catalogues and website or B2B order system.
 - L. Representative:** a legal representative who represents the Customer in doing business with Supplier, such as an agent or a ship chandler;
 - M. Supplier:** the limited liability company **Kikkerland Europe B.V.** domiciled in Rotterdam, The Netherlands, who offers, sells and delivers the Products.
 - N. T&C:** these terms and conditions made applicable to the contractual relationship between Supplier and the Customer through the reference in writing on the Offer or Order Confirmation or any Contract or agreement that is concluded in writing between the before mentioned parties.

Artikel 2. Applicability

- 2.1 When the T&C are considered to be applicable between parties according to the Dutch Civil Code 6:231 and further, they will govern from that moment on all legal relationships between parties following thereafter.

- 2.2 None of the T&C shall be considered waived or altered unless such waiver or alteration is expressly given in writing and agreed by both parties hereto.
- 2.3 Each and every term or condition contained in any clause, of the T&C shall be treated as a separate term or condition and shall be separately enforceable as such and the non-enforceability of any term or condition in any clause, under the T&C shall not prejudice the enforceability of any other term or condition in the T&C.

Artikel 3. Non-Commitment.

- 3.1 All general information given by Supplier or the Agent through websites, brochures, B2B order system, or in any other verbal or written way, shall not be binding between Supplier and Customer unless confirmed in the Order Confirmation.
- 3.2 All Offers and Orders related communications in writing between Supplier, Agent and Customer shall have no binding force between them unless this is expressly agreed upon in the Order Confirmation.

Artikel 4. Offers.

- 4.1 Offers, which do not mention a term for acceptance, are always free of obligations and can be withdrawn by Supplier until the Customer has received the Order Confirmation. Offers can only be accepted as such without deviations. An Offer is in any case considered rejected, if it is not accepted within 30 days as from the date of the Offer.
- 4.2 Prepaid Offers will be considered as rejected if payment does not take place within 10 working days after sending date of the Prepaid Offer. After payment Supplier will send an Order Confirmation and will start executing the Prepaid Order.

Artikel 5. Order Confirmation.

- 5.1 Only after the Order Confirmation is sent an Order is accepted by Supplier and constitutes a valid agreement between parties.
- 5.2 If the Order Confirmation does not contain the right data of the ordered Products, prices, delivery time, delivery address or other important data according to the Customer or its Representative, than Customer or its Representative shall notify Supplier within 24 hours after the Order Confirmation has been sent. Supplier shall only adjust the Order Confirmation if the adjustments are due to Supplier's own mistakes or are obvious clerical errors.
- 5.3 Verbal promises by or agreements with the employees of Supplier will not be binding for Supplier until it is confirmed in the Order Confirmation or in an express addendum to the Order Confirmation written by an authorized employee.

Artikel 6. Cancellation.

- 6.1 Customer cannot cancel an Order after the Order Confirmation unless this is agreed upon in writing.
- 6.2 If Customer nevertheless cancels an Order fully or partially, Supplier shall have the choice to either charge the agreed price of the cancelled Order or part of the Order or to only charge the shipping

costs back + 8% restocking fee.

Artikel 7. Time of Delivery and Inco terms.

- 7.1 A time of delivery indicated by the Supplier is merely indicative. The Supplier will, even with an agreed deadline, only be in default after the Customer has served notice upon the Supplier with a reasonable time to perform.
- 7.2 The delivery conditions shall be agreed upon for each Order individually and will be confirmed in the Order Confirmation. All Incoterms mentioned in the Order Confirmation and mentioned in this article shall be based on the Incoterms 2012 or the latest version thereof.
- 7.3 Delivery of the Products shall be made as soon as Supplier released the Products to Customer or has them released on its behalf as agreed upon in the confirmed Incoterm in the Order Confirmation.
- 7.4 Customer shall at all times be obliged to take receipt of the Products at the moment the Products are made available to it pursuant to the Order Confirmation. If Customer fails to take receipt of the Products, Customer shall be in default, and Supplier shall be entitled, without prejudice to any other rights, at her sole discretion:
- a) to transport (or to have transported) the Products to the address of Customer by a means of transport of Supplier's choice for the account and risk of Customer, or to store the Products for the account and risk of Customer,
 - b) to declare the Order has been cancelled without any notification of default or judicial intervention being required, without prejudice to her right to claim compensation for the damage, loss, or as the case may be, the loss of profit suffered by Supplier, to be increased by the statutory interest, to be calculated effective from the moment at which the claim is payable.
- 7.5 Supplier is entitled to deliver the Order partially and change this into a Backorder though shall try to deliver the Order as complete as possible. The Order will be considered as executed entirely regardless whether the delivery has partially been Backordered.
- 7.6 Supplier shall be entitled at all times, in order to allow for packaging units, to round off the number of Products in the Order upwards and to charge through any intervening price increases on the part of its supplier, where under shall be included increased carriage costs and similar.
- 7.7 All custom imprinted orders require minimum quantities. These minimum quantities will be based off the manufacturer's minimum quantities, and will vary per Product. In some cases smaller quantities can be produced for an additional charge. This has to be consulted with Supplier.
- 7.8 The Customer shall lend full co-operation to the delivery of the Products, including and especially making enough storage room available for the Products.
- 7.9 If the Products are delivered in parts at the request of the Customer, Supplier will be authorised to charge the extra costs of storage and transport.
- 7.10 The term of delivery shall only start to be effective after Supplier has sent the Order Confirmation and all

materials necessary for the execution of the Order has been made available by Customer to Supplier and after Supplier has received a requested pre payment from the Customer that may have been agreed upon. If it becomes evident during the execution of the Order that there is a delay in the delivery, then the time of delivery shall be extended by as many days as necessary but in the event of a substantial excess that lasts more than 6 weeks) Customer shall have the right to cancel the Order unless this excess is caused by force majeure as mentioned in article 12. Supplier shall in no event be liable for any damage or loss as a consequence of untimely delivery, if and in so far as that untimely delivery is due to circumstances for which Supplier cannot be blamed, inclusive of failure to perform (timely) by her manufacturers or suppliers.

7.11 Failure to (timely) perform any payment obligation by Customer shall suspend performance of the obligation of Supplier to deliver.

Artikel 8. Inspection at delivery, returns, replacement and recall.

8.1 The Customer shall have the obligation to inspect and report in writing to Supplier within 10 days after delivery of the Products whether the Products have not been delivered according to the specification in the Order Confirmation or are defected. Products are considered defected when not complete, damaged, broken or not functioning or can't be used for it's intended purpose.

8.2 If Customer makes a timely report as mentioned in 8.1 Customer can only return the Products after receipt of a return authorization number from Supplier. Customer must return the Products in good condition, in the original packing, completely unlabeled and POS included to Suppliers warehouse in The Netherlands presently: DSV Solutions Nederland B.V., Weteringstraat23-25 (7041 GW) 's Heerenberg within 15 working days. Transportation of returned Products shall be at risk and costs of Supplier if Supplier has approved the return in writing. Returned Products without a Return Authorization Number will be refused by the warehouse.

8.3 Instead of crediting the defected returned Products according to 8.1. and 8.2. Supplier is also entitled at her sole discretion to either repair the returned (components of the) Products, or delivering replacing (components of the) Products but in any case free of charge.

8.4 Claims for missing or opened packages of the Products can only be accepted if this is reported within 10 days on the transport agency's delivery note or in writing to Supplier. Return of opened packages is only allowed if this is approved in writing by Supplier. Customer must sent back the Products according to the instructions in 8.2 as much as possible.

8.5 Supplier will also be authorized at all times to impute on Customer a replacement of Products as part of a recall-operation when Supplier is forced by the authorities or deems this necessary in the interest of its Customers and Consumers who ultimately will buy or bought the Product. This will not be considered as a default of the Order on the side of Supplier.

8.6 Deviations in the Products which, all circumstances considered, in all reasonableness have no or a minor influence on the user value of the Products, will be considered deviations of insignificant importance and will not cause the delivery to be in default with the Order Confirmation as mentioned in 8.1.

8.7 Supplier shall not be responsible for any slight differences between the samples and actual

numbers, types, measurements, amounts, colours, representations and/or other actual data and those listed by Supplier, unless such differences lead to a substantial change in the technical and/or aesthetic characteristics of the Products. Supplier shall not be liable for any damage or loss resulting from such slight differences.

- 8.8 The Customer is obliged to carry out strictly the instructions for storing the Products as per the directions laid down with regard to those Products.
- 8.9 The performance by the Supplier will in any case be considered sound between the parties, if the Customer used the delivered Products.

Artikel 9. Price and price alterations.

- 9.1 All indicated prices are ex works [DSV Solutions B.V. Weteringestraat], excluding transport, packaging (standard-) packing and value added tax (VAT), import duties, and other levies and taxes imposed by the government of Customer, except for and as far as explicitly agreed otherwise, in the currency as mentioned in the Order Confirmation.
- 9.2 The prices, which have been indicated by the Supplier in the Order Confirmation, will solely apply for the agreed specifications in the Order Confirmation.
- 9.3 Supplier is authorized to increase the prices as mentioned in an Offer or in the Order Confirmation, when one or more of the following circumstances occur after closing the Contract though not later than until the delivery: increase in costs of the Products, the (raw) materials, semi-manufactured Products or services which are required for carrying out the Order Confirmation, increase of transportation costs, of wages, of employer costs, social insurance, of costs related to other employment terms, introduction of new and increase of existing state charges on raw materials, energy-of residues, a change in currency ratios or, in general, circumstances which are similar to the previous.
- 9.4 When the total price as mentioned in an Offer, Order or in a Order Confirmation is higher than 30% the Customer is entitled to cancel the Order in writing within two weeks after the increase of the prices has been communicated to the Customer.

Artikel 10. Payment conditions.

- 10.1 Payments take place in the currency as specified in the Order Confirmation and will furthermore be passed on against the thus confirmed exchange rate.
- 10.2 Unless agreed otherwise, the Customer must settle the price and other sums due by virtue of the Order Confirmation within 30 (say: thirty) days after the invoice date, without any possibility to appeal to any discount, settlement or suspension.
- 10.3 Supplier can impose on Customer payment at delivery instead of payment per invoice at any time even when Customer is used to payment on invoice.
- 10.4 Invoices are directly due when Customer:
- a. Bankrupt or has a winding up order made; or
 - b. Passes a resolution for voluntary winding up except for the purposes or reconstruction while solvent other than for the purpose of a scheme of reconstruction or amalgamation; or
 - c. Makes a composition or arrangement with its creditors ;or

- d. An administrator, administrative receiver, receiver or manager of all or a substantial part of Customers business or undertaking is appointed; or
- e. Possession is taken by or on behalf of the holders of any debentures secured by a charge;
- 10.5 Any complaints about invoices must be submitted in writing within 10 (ten) days after the date of the invoice. Failing such a timely submission of complaints, all claims against Supplier shall lapse.
- 10.6 The Customer is at all times and regardless the agreed payment conditions, held at first request by Supplier to submit surety for the satisfaction of all sums to be paid to the Supplier by virtue of the Contract. The offered surety must be to such an extent that the claims and possible additional interest and costs will be sufficiently covered and that the Supplier can claim this without difficulty.
- 10.7 A surety, that has become insufficient at a later stage, will at first request by the Supplier be complemented to sufficient surety. The obligations on the side of the Supplier will be suspended until the moment the surety as meant here is stood.
- 10.8 If the Customer does not pay timely as meant in section 1 of this article, he will owe legal interest for trade transactions according to the Dutch Civil Code 6:119a (known as 'wettelijke rente') over the sum with regard to which the delay in satisfaction has occurred as of the invoice date. The Supplier will be authorised to charge this interest over each month in which the Customer has failed to – fully - meet his payment obligation.
- 10.9 In case of overdue payment as meant in section 1 of this article, Customer will be held to fully compensate, next to the due sum and the legal interest charged over this, both extra-judicial as judicial collection costs, including the costs for solicitors, bailiffs and collection agencies. The extra-judicial costs will be fixed on:
- 20% of the first € 5.000,- of the main sum;
 - 15% of the following € 10.000,- of the main sum;
 - 10% of the following € 20.000,- of the main sum;
 - 5% of the following € 190.000,- of the main sum
 - 1% of the rest of the main sum with a maximum of € 15.000,-.

Artikel 11. Shipping documentation

- 11.1 If so requested, Supplier shall be responsible for providing full documentation for all the Products. The documentation shall comply with all Shipping regulations and current Customs and excise regulations and Supplier shall clear documentation for outward the Products expeditiously with local Customs and Excise.

Artikel 12. Force Majeure.

- 12.1 Shortcomings of Supplier in fulfilling the Order Confirmation cannot be imputed to her, if they are not due to her fault or these cannot be held accountable to him by virtue of the laws ruling these conditions, these conditions and / or the opinions common in commercial traffic.
- 12.2 Shortcomings of Supplier in fulfilling the Order Confirmation due to war, wrongful acts, terrorists acts, mobilization, riots and/or clashes, with regard to persons or groups which are made use of by the Supplier for carrying out the Order Confirmation shall be considered as Force Majeure. Furthermore weather conditions, floods, closed shipping traffic, other transport congestion, stagnation in, or otherwise

limitation or ceasing of the supply by public utilities companies, shortage of coals, gas, oil products or other means for generating energy, fire, machine defect and other accidents, (wild/unorganised) strikes/work stoppage, lock-outs, union actions, export customs limitations or difficulties, other state-imposed measures, non- delivery or wrong delivery of necessary (raw) materials and semi manufactures by third parties, shortages in materials, or shortages in certain doses or quantities of raw materials, intent or gross fault of assistants, illness of employed staff of Supplier, and other similar circumstances which will be considered as non-imputable to the Supplier and will allow her for such an extension of delivery time under the Order Confirmation as may required and appropriate taking all the circumstances into consideration and do not grant the Customer any right on termination of the Order Confirmation or for compensation for any losses whatsoever.

- 12.3 In the event that the Force Majeure affects more than 50% of the Products ordered by the Customer, continuing for ninety (90) consecutive days or more from the date of the event of Force Majeure, following consultation between the parties hereto, both parties shall be entitled to terminate this Contract forthwith at any time thereafter, such termination to be effective on the date that notice of termination is delivered to either party and each party shall have no liability to the other than to pay for services executed or performed satisfactorily up to the date of termination

Artikel 13. Retention of title

- 13.1 Supplier shall retain the property title to all Products delivered to Customer until the full purchase price, inclusive of interests and costs, for all delivered Products have been fully paid. The retention of title shall also apply to amounts that may become due and payable by Customer because of a failure on the part of Customer to perform one or more of its obligations towards Supplier.
- 13.2 For as long as Supplier shall own the Products, Customer shall not have the right to dispose of the Products delivered by Supplier, and/or to sell and/or encumber them, and/or to process them. However, Customer shall be allowed to use, or, as the case may be, to sell the Products within the normal conduct of its business, it being understood that Supplier shall keep its rights of retention or acquire the rights of Customer towards its Customers until Customer shall have fully paid the Products and shall have performed its other obligations towards Supplier under similar agreements.
- 13.3 In that case Customer shall assign such rights to Supplier, in as far as necessary, which assignment is accepted by Supplier. However, Customer shall not be allowed to alienate the Products within the framework of the normal conduct of its business when Customer has applied for a moratorium or has been declared to be in liquidation.
- 13.4 As long as Supplier shall own the Products, Supplier shall be allowed to take repossession of the Products delivered by Supplier at the place where they are located at the expense of Customer, without any notification of default or judicial intervention being required. Customer shall be obliged to store the Products delivered by Supplier with retention of title with due care and clearly identifiable as being our property. If Customer has its registered office in Germany, Belgium, France or England and if the Products to be delivered by Supplier are actually delivered to Customer in Germany or in Belgium, the legal consequences of the retention of title with respect to the ownership of the Products

delivered or to be delivered to the German or Belgian other party shall be governed by German or Belgian law. In that case the preceding provisions of this clause shall not apply.

- 13.5 In case Customer that has its registered office in **Germany**, the preceding clauses shall be replaced by the following provision:

Das Eigentum an den gelieferten Produkten bleibt zur Sicherung aller Ansprüche vorbehalten Supplier aus der gegenwärtigen und künftigen Geschäftsverbindung bis zum Ausgleich aller Salden gegen Customer und seine Konzerngesellschaften zustehen. Eigentum' Supplier erstreckt sich auf die durch Verarbeitung der Vorbehaltsware entstehende neue Sache. Customer stellt die neue Sache unter Ausschluss des eigenen Eigentumserwerbs für Supplier her und verwahrt sie für Supplier. Hieraus erwachsen ihm keine Ansprüche gegen Supplier. Vorbehaltsware mit waren anderer Lieferanten, deren Eigentumsrechte sich ebenfalls an der neuen Sache fortsetzen, erwerben Supplier zusammen mit diesen Lieferanten – unter Ausschluss eines Miteigentumserwerbs des Customers - Miteigentum an der neuen Sache, wobei die Miteigentumsanteil vom Supplier dem Verhältnis des Rechnungswertes unserer Vorbehaltsware zu dem Gesamtrechnungswert aller mitverarbeiteten Vorbehaltswaren. Customer tritt bereits jetzt seine Forderungen aus der Veräußerung von Vorbehaltsware aus gegenwärtigen und künftigen Warenlieferungen durch Supplier mit sämtlichen Nebenrechten im Umfang vom Supplier's Eigentumsanteils zur Sicherung an Supplier ab. Bei Verarbeitung im Rahmen eines Werksvertrages wird die Werklohnforderung in Höhe des anteiligen Betrages van die Rechnung vom Supplier für die mitverarbeitete Vorbehaltsware schon jetzt an Supplier abgetreten.

Solange der Customer seinen Verpflichtungen aus der Geschäftsverbindung an Supplier ordnungsgemäß nachkommt, darf er über die in Supplier's Eigentum stehende Produkten im ordentlichen Geschäftsgang verfügen und die an Supplier abgetretenen Forderungen selbst einziehen. Bei Zahlungsverzug oder begründeten Zweifeln an der Zahlungsfähigkeit oder Kreditwürdigkeit des Customers ist Supplier berechtigt, die abgetretenen Forderungen einzuziehen und die Vorbehaltsware zurückzunehmen. Scheck-/Wechselzahlungen gelten erst nach Einlösung der Wechsel durch den Customer als Erfüllung. Hinsichtlich der Vereinbarung von Eigentumsvorbehaltsrechten gilt ausschließlich deutsches Recht.

- 13.6 In case Customer has its registered office in **Belgium**, the following provision shall apply: *In the event of failure to pay on the due date, the sale may be considered void by Supplier by operation of law and without any notice being required. The Products shall remain our property until full payment of the price. All risks shall be for the account of Customer. Any advance payments made shall continue to have been acquired by Supplier by way of compensation for possible losses in the event of resale.*
- 13.7 In case Customer that has its registered office in **France**, the preceding clauses shall be replaced by the following provision: *La propriété des biens délivrés ne sera transférée qu'au moment du paiement intégral du prix.*
- 13.8 In case Customer that has its registered office in **England**, the preceding clauses shall be replaced by the following provision: Supplier remains the owner of all goods supplied to the Customer until

such time payment has been received in full from the purchaser. The goods shall remain the property of Supplier and Customer shall store them so that they are readily identifiable as the Products, until such time as payment for them and for all other Products agreed to be sold to Customer had been received in full. If the Products have been resold Supplier's beneficial entitlement shall be attached to the proceeds of the re-sale and will be able to claim the full purchase price of the proceeds received. Where ownership of any Products remains vested with Supplier, she shall be entitled to repossess any Products supplied at any time. Supplier may for the purpose of recovering its Products enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same. It is the sole responsibility of the Customer to ensure that all Products received from Supplier are fully insured against any eventually including, but not limited to, fire, theft, flooding, etc, until such time ownership of said Products has passed to customers. Should Products become damaged in any way after they have been received by the purchaser, the purchaser will be liable to pay to the Company the full purchase price of the Products.

Artikel 14. Warranty, liabilities and Indemnities

- 14.1 Supplier shall warrant proper operation of the Products appropriate to their nature and intended purpose towards consumers according to Dutch law. The burden of proof for defects shall reside with the Customer.
- 14.2 With respect to parts of the Products delivered by third parties to Supplier and subsequently delivered by Supplier to Customer, Supplier grants Customer, also if the Products delivered by Supplier have been composed of goods delivered to Supplier by third parties, the same guarantee but no further guarantee as the guarantee granted to Supplier by our supplier(s). Customer can only invoke Supplier's obligations under this clause after Customer has performed all its obligations resulting from the Order Confirmation.
- 14.3 With respect to product liability Supplier will transfer every possible right to claim against any (semi-) manufacturer to Customer at its first request.
- 14.4 Customer shall be obliged to indemnify Supplier against all claims from third parties related to the Products delivered by Supplier, or, as the case may be, to the work carried out by Supplier as far as this is allowed under the applicable product liability acts.
- 14.5 The liability of Supplier is limited to intent or gross negligence and European and national product liability. No other liability than this will be accepted which amongst others implies that no liability will be accepted for delayed or wrong deliveries, for wrongful acts of her employees, who are not in charge of the company of Supplier. This liability will never lead to compensation of consequential loss, bodily injury and will in any case be limited equal to the invoice value of the Products in question, exclusive of taxes, it being understood that Supplier shall be only liable up to a maximum amount of € 5,000.00 (five thousand euros) per damage/loss event. The expression "consequential losses" includes by way of example but is not limited to loss of anticipated profits, loss of use, loss of production - any claim with regard to pollution included - and business interruption whether or not foreseeable at the date hereof and irrespective of the cause of such loss or damage, including amongst

other things where such loss or damage is caused by or contributed to by the negligence on the part of the Customer.

Artikel 15. Default and termination

15.1 Neither party shall give notice of termination nor take any action for filing a claim under any of the provisions the T&C without first seeking an opportunity of discussing the matter with Customer, with a view to establishing whether an alternative course acceptable to both parties can be found.

15.2 Supplier hereto shall have the right to cancel the Order Confirmation forthwith on giving notice to Customer, if at any time during the performance of the Order Confirmation hereunder:

- a. Customer becomes bankrupt or has a winding up order made; or
- b. Customer passes a resolution for voluntary winding up except for the purposes of reconstruction while solvent other than for the purpose of a scheme of reconstruction or amalgamation; or
- c. Customer makes a composition or arrangement with its creditors ;or
- d. An administrator, administrative receiver, receiver or manager of all or a substantial part of Customer's business or undertaking is appointed; or e. Possession is taken by or on behalf of the holders of any debentures secured by a charge;

Such termination shall be effective on the date that notice of termination is delivered to the party on which it is being served.

15.3 In the event of termination under the provisions of Sub-clause 15.2 or 15.3, the Customer shall pay Supplier in respect of the Products delivered or performed satisfactorily up to the date of such termination, insofar as such charges shall not already have been covered by payments on account to Supplier, in accordance with the terms of the Order Confirmation.

Artikel 16. Rights of intellectual property

16.1 Supplier reserves all rights of intellectual property, such as Suppliers trademarks, designs and models laws, copyrights, etc. (hereinafter IP rights) with respect to Products and information in Offers, Orders and Order Confirmations, websites and/or agreements, and/or the models, designs, samples, drawings, representations and/or instructions for use related to the Products regardless if Products are designed at the specific request of Customer. Customer will not infringe in any way with the IP rights.

16.2 Supplier has a very specific Trademark and marketing policy as incorporated in her Distribution Licensing agreements and Agent agreements regarding her Products leading to being very selective about the sales channels through which the Products can be sold. In that respect authorized Agents and Distributors are only allowed to sell the Products in a way that this does not infringe with this policy.

16.3 Customer will immediately inform Supplier in writing if Customer discovers any infringement of the IP rights and the Policy as mentioned under 16.2. in the Territory or if a third party invokes superior rights to the IP rights and will assist Supplier in any possible way to defend its rights.

16.4 Supplier shall not be liable towards Customer for any infringements of rights of intellectual property of third parties, made in connection with the Products. Customer shall be obliged to indemnify Supplier against any and all claims from third parties in connection with Products if these are designed and produced at the specific request of Customer.

Artikel 17. Applicable law and disputes

17.1 These terms and conditions and all our Offers, Orders and Order Confirmations and/or all other contracts of sale shall be governed by Dutch law, this with the exception of the provisions of article 13 of these general terms and conditions.

17.2 The applicability of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 is excluded explicitly.

17.3 The competent court of Rotterdam shall be authorized to hear all claims instituted by or against Supplier, this without prejudice to Supplier's right to submit disputes to another competent court if this is desired. The above does not prejudice Supplier's rights to solve disputes by means of arbitration proceedings before the International Chamber of Commerce in accordance with the Arbitration Rules of the International Chamber of Commerce by one arbiter. The place of the arbitration proceedings shall be Rotterdam, The Netherlands. The arbitration proceedings shall be conducted in the English language.

Artikel 18. Validity

18.1 The T&C will maintain their validity after the termination or annulment of the entire Contract or a part thereof.

Artikel 19. Secrecy

19.1 Customer and Supplier hereby commit themselves to strict secrecy to each other with regard to all that which is or will be known to them by virtue of the Contracts which have been closed by them or will be closed by them.

19.2 This stipulation also applies to all persons who are employed by Customer or Supplier and also applies to third parties, be they natural or legal persons, who work on behalf of one of the parties.

Artikel 20. Final stipulation

20.1 These T&C intend to represent a reasonable arrangement of the legal relationship between the Supplier and the Customer. As far as circumstances might occur, in which these terms or any stipulation thereof, might lead to unreasonable results, the parties will come to a solution in good joint consultation, which is accordance with the spirit and the tenor of the T&C.
