

Prinsen B.V. - General Purchase Conditions

Article 1. Definitions

1.1 In these general purchase conditions ('Conditions') the stated terms will have the following meaning:

- (a) PRINSEN: Prinsen B.V. with its registered office in Helmond, as well as its legal successors by universal or particular title;
- (b) Contracted Party: any natural or legal person from whom Prinsen orders Products and/or Services and/or with whom it conducts meetings or negotiations about the formation of an Agreement;
- (c) Order: any instruction from Prinsen to the Contracted Party to deliver Products and/or to perform Services, in any form whatsoever;
- (d) Products: all items delivered or to be delivered to Prinsen in execution of an Order, regardless of whether the Order only includes the delivery of those items and/or (also) the performance of Services;
- (e) Agreement: any agreement that is entered into between Prinsen and the Contracted Party, any change or addition thereto, and all juristic or other acts in preparation and/or execution of that agreement;
- (f) Services: all work (in whatever form and by whatever name, such as the provision of services, contracting work, lending workers) that the Contracted Party performs for or on behalf of Prinsen, whether or not in conjunction with the delivery of Products;
- (g) Term: any term agreed upon between Prinsen and the Contracted Party will be a strict deadline, unless it is agreed unambiguously in writing that it is not a strict deadline;
- (h) Specification: the description drawn up by Prinsen and/or explicitly approved by Prinsen of the Products or Services ordered by Prinsen, which is included or referred to in the Order or the Agreement. In the absence of such description, that which is common practice between the parties, or in the absence thereof, in the line of business will be regarded as description;
- (i) Defect: any anomalies of the Products or Services with regard to the Specification and any improper functioning of the Products or any Service that has not been performed correctly;
- (j) Work: the work to be performed by the Contracted Party.

Article 2. Applicability and voidability.

- 2.1 Except when, also in view of the nature of the performance agreed upon or to be agreed upon, other General Terms and Conditions of Prinsen apply (such as the General Terms and Conditions of Sale and Delivery), these Conditions will form part of all Agreements and these Conditions will apply to all (other) acts and juristic acts between Prinsen and the Contracted Party, also when such juristic or other acts do not result in, or are not connected to, an Agreement.
- 2.2 General terms and conditions of a Contracted Party of Prinsen will explicitly and in all cases be rejected by Prinsen, even if the Contracted Party refers to such conditions in an offer and/or quotation addressed to Prinsen.
- 2.3 The General Terms and Conditions of Sale and Delivery of Prinsen (also) apply to all juristic acts of Prinsen and its (potential) other parties in relation to agreements or negotiations about agreements, where Prinsen will (partially or fully) act as seller of goods, service provider or contractor. These conditions have been filed with the Chamber of Commerce and Industry for Oost-Brabant and these will be sent to Contracted Parties free of charge on request.
- 2.4 Changes and additions to any provision of an Agreement and/or the Conditions can only be agreed upon in writing.
- 2.5 When a change and/or addition as referred to in the previous paragraph is agreed upon, such change or addition will only apply to the Agreement in question.
- 2.6 If any provision of these Conditions is null and void or is voided, the other provisions of these Conditions will remain fully in effect and Prinsen and the Contracted Party will consult with each other to agree new provisions to replace the void or voided ones. In doing so, the purpose and meaning of the void or voided provision will be taken into account as much as possible.
- 2.7 In the event that these Conditions are translated into another language, the text of the Dutch version will prevail.

Article 3. Order and acceptance

- 3.1 The submission of a quotation to Prinsen will never entail any financial obligation for Prinsen in respect of the party submitting the quotation or a third party. All documents appended to a quotation and all work carried out by the offerer in connection with that quotation will be completely free of charge for Prinsen, unless any compensation was explicitly agreed in writing in advance in that respect.
- 3.2 All Orders placed by Prinsen are without obligation. To the extent that, in deviation of the provisions of the first sentence of this paragraph, the Contracted Party accepts a binding offer from Prinsen with differences of minor

importance, those differences will not form part of the Agreement and the Agreement will be entered into in accordance with Prinsen's offer.

- 3.3 Prinsen will be entitled to terminate the Agreement by means of a written statement to that effect to the Contracted Party and will not owe any compensation in this respect, provided that it does so within 3 working days following receipt of the Contracted Party's acceptance of Prinsen's Order.
- 3.4 If Prinsen sends the Contracted Party an order form, the Contracted Party should return that form, signed for approval, within 5 working days of its date. In the event that Prinsen has not received a correctly signed form within 10 working days of its date, it will be entitled to adopt the position that an agreement was not entered into in a legally valid manner.
- 3.5 Offers and quotations made by the Contracted Party are fixed and binding and cannot be changed before or after the instruction has been given, unless it concerns (additional) discounts to be granted by the Contracted Party (possibly in the interim).
- 3.6 No rights can be derived from forecasts made by Prinsen to the Contracted Party. Prinsen is explicitly not liable for any stock built up by the Contracted Party and/or any obligations entered into in respect of third parties on the basis of these forecasts.

Article 4. Distribution and agency agreements

- 4.1 If during a period of more than one year Prinsen regularly enters into Agreements with the Contracted Party for the sale of items that are destined for resale and provided that the Contracted Party knows this or should know this, and if Prinsen has made any substantial marketing effort in respect of these items to which the Contracted Party did not object while it was or should have been aware of this, by operation of law a distribution agreement for an indefinite period of time is entered into between the parties with regard to these items, unless the Contracted Party proves by legally permitted means that in spite of the above a distribution agreement was not entered into.
- 4.2 If and to the extent that during the year referred to in paragraph 1 Prinsen has in fact been the sole reseller in the Netherlands of these items, the distribution agreement entered into in accordance with paragraph 1 (in derogation from the provisions of paragraph 1) will be exclusive and will first have a term of one year, after which the agreement will be continued for an indefinite period of time, unless either of the parties has given notice of termination by registered letter taking into account a notice period of three months.
- 4.3 If Prinsen has regularly been effecting agreements between the Contracted Party and buyers for more than a year and/or, with the Contracted Party's knowledge, has regularly and actively performed substantial intermediary services for that purpose, by operation of law an agency agreement for an indefinite period of time will be entered into between the parties with regard to the items concerned, unless the Contracted Party proves by legally permitted means that in spite of the above an agency agreement was not entered into.
- 4.4 If and to the extent that during the year referred to in paragraph 3 Prinsen has in fact been the sole party to perform agency activities in the Netherlands, the agency agreement entered into in accordance with paragraph 3 will be exclusive and (in derogation from the provisions of paragraph 3) will first have a term of one year, after which the agreement will be continued for an indefinite period of time, unless either of the parties has given notice of termination by registered letter taking into account the statutory notice period.
- 4.5 In the event that any Agreement as referred to above in this article has been entered into, and in the event that the parties have entered into such Agreement in any other way, in case of termination of such Agreement other than as a result of an attributable failure on its part, Prinsen will be entitled to a reasonable goodwill, customer fee or other fee.

Article 5. Prices, VAT, payment and setoff

- 5.1 The prices stated in the Order are fixed and are expressed in euros and do not include turnover tax.
- 5.2 The prices of the Products include standard packaging and delivery carriage paid, exempt from import duties. The prices of the Services always include all travel and accommodation expenses, as well as all other costs. Furthermore, the prices of all Products and Services include all the preparatory and other work that is necessary to comply with Prinsen's requirements, descriptions and the Specification.
- 5.3 The Contracted Party indemnifies Prinsen against all costs and damage and/or loss that Prinsen may suffer as a result of the fact:
 - (a) that the Contracted Party is not properly registered for turnover tax in a relevant EU Member State; and/or
 - (b) that the Contracted Party provides incorrect or ill-timed information to Prinsen and/or the authorities with regard to turnover tax in a relevant EU Member State.
- 5.4 Payment will not be due by Prinsen until the Order has been completely and correctly executed and accepted in accordance with the provisions of Article 12. At such time, Prinsen will pay the invoice sent to it and approved by it within 45 days of its receipt, unless agreed otherwise in writing.
- 5.5 The Contracted Party cannot transfer its claims against Prinsen or pledge them (without notice) to any third party, unless with Prinsen's prior written consent.
- 5.6 A separate invoice should be sent for each Order. Prinsen will be authorised to pay by means of setoff, also in respect of any claims that Prinsen has against the Contracted Party pursuant to another Order or of any other

nature. Prinsen will also be authorised to set off any future claims against the Contracted Party or any claims or future claims that Prinsen has against the companies and/or enterprises affiliated with the Contracted Party.

- 5.7 Prinsen will always have the right to demand that the Contracted Party provide a satisfactory form of security for the correct fulfilment of its obligations in respect of Prinsen.
- 5.8 The Contracted Party is obliged to submit to Prinsen its invoice in respect of any sum that is due to it within four weeks at the latest following termination of the Order. Prinsen will not be obliged to pay any invoice that the Contracted Party submitted after that Term, unless special circumstances for which the Contracted Party cannot be blamed and which have been notified to Prinsen in writing in advance oppose this.
- 5.9 Payment of any invoice will not discharge the Contracted Party from any guarantee or liability that it is obliged to abide by pursuant to the Agreement and/or the law.
- 5.10 Prinsen will be entitled to set off any claim that the Contracted Party has against it and/or other companies forming part of the same group as Prinsen against any claim that Prinsen (and/or other companies forming part of the same group as Prinsen) may have against the Contracted Party, regardless of the nature thereof and whether it is due and payable. If Prinsen sets off claims which have not yet become due and payable on the Contracted Party's part, the Contracted Party will owe the statutory commercial interest, such in respect of the period from the declaration of setoff until the due date.
- 5.11 In the event of postponement of delivery of the ordered Products in accordance with the provisions of Article 8, payment within the period stated in paragraph 4 will be due after the ordered Products have been stored and the invoice has been approved.
- 5.12 Without prejudice to its other rights, Prinsen will be entitled to charge to the Contracted Party all actual judicial and extrajudicial costs, including costs of legal assistance, reasonably incurred or to be incurred by Prinsen to collect any amount due or to effect fulfilment of any obligation on the Contracted Party's part.

Article 6. Outsourcing

- 6.1 The Contracted Party is obliged to carry out the Order itself, unless Prinsen has explicitly consented in writing to outsourcing, subcontracting or purchase from third parties or has given a written instruction to that effect.
- 6.2 The Contracted Party is fully responsible for any contribution by third parties in the execution of the Order as if it concerned its own performance.
- 6.3 The Contracted Party indemnifies Prinsen against any claims from third parties involved in the execution of the Order.

Article 7. Execution in good time

- 7.1 The Term, or any Term set with due observance of Article 8, within which the Order must be executed is of essential importance to Prinsen. The Contracted Party will be in default by the mere exceeding of dates agreed upon with Prinsen on which the performance must be delivered. Any penalty agreed upon for this case will not affect the Contracted Party's obligation of full compensation.
- 7.2 The Term will commence on the date on which the Contracted Party accepted the Order or, if such is a later date, on the date on which the Contracted Party has the information, models, materials or auxiliary materials at its disposal that are to be provided by Prinsen according to the Offer and which the Contracted Party absolutely needs, and which it has informed Prinsen about in writing, in order to start the execution of the Order.
- 7.3 In the event that the Term is exceeded, other than as a result of a statement as referred to in Article 8, the Contracted Party will be obliged to immediately repay Prinsen any advance or other payments or guarantee sums already received by it pursuant to the Agreement in question, without the Contracted Party being entitled to set off these amounts against any claims to which it is entitled or claims alleged by it against Prinsen. Furthermore, in that case, by operation of law all personal or collateral securities provided by Prinsen or third parties on its behalf under the Agreement will lapse. The Contracted Party will be obliged to discharge any guarantors for Prinsen from their obligation to provide security and/or liability for claims under the Agreement, or to ensure that they are discharged from those obligations to provide security and/or liability for claims, such subject to a penalty payable by the Contracted Party of a sum equal to the sum the guarantor has undertaken to pay or the value of the collateral security provided.

Article 8. Postponement of delivery

- 8.1 Prinsen has the right, by means of a written statement to that effect to the Contracted Party, to postpone the delivery of ordered Products and/or the performance of ordered Services for a period of 60 calendar days at most, unless postponement would be manifestly unreasonable in view of all circumstances of the case, which manifest unreasonableness must be proved by the Contracted Party in an unambiguous manner.
- 8.2 If Prinsen exercises the right referred to in paragraph 1, the Contracted Party will store the Products at a suitable location and set them apart for Prinsen and will take out insurance and take appropriate measures in respect of the Products at its expense and risk in order to combat loss of quality. Article 13.2 will apply mutatis mutandis.

Article 9. Quality guarantee

- 9.1 The Contracted Party guarantees the soundness of the Products delivered by it and/or the Services performed by it. On Prinsen's request, the Contracted Party will submit proof that the Products and Services comply with the guarantee. The guarantee will at least include that:

- (a) the Products and/or Services are suitable for the purpose for which the Order was placed, to the extent that the Contracted Party knew that purpose or should have been familiar with it;
- (b) the Products are new, the Products and/or Services are of good quality and free from faults as regards design, processing, manufacture, construction and measurements and are free from Defects to the materials used and offer the safety (as referred to in Section 6:186 of the Netherlands Civil Code) that may reasonably be expected from them;
- (c) the Products and/or Services have been manufactured and/or performed in accordance with the most up to date techniques;
- (d) as regards quantity, description, quality and performance the Products and/or Services are fully in accordance with the Specification and any samples, models and drawings;
- (e) the shelf life of Products of the same type that have been delivered at a later time will at all times be longer than that of Products of the same type that were delivered earlier;
- (f) all applicable national and international regulations with regard to the Products and/or Services, the packaging of the Products and/or the Services have strictly been observed;
- (g) the Products and/or the Services will in all other respects comply with the requirements that can reasonably be made of them.

- 9.2. Ordered Products and/or Services will in any event be regarded as faulty in the sense of the previous paragraph if Defects arise thereto within a year of delivery, unless this is the result of normal wear and tear or is due to Prinsen's intent or gross negligence.
- 9.3 The above guarantee means, without restricting Prinsen's rights to compensation of costs, damage and/or loss and interest, that the Defects that arise within one year of delivery will be remedied immediately and fully by the Contracted Party free of charge on Prinsen's demand, if necessary by replacing the Products or parts thereof or by performing the Services in question anew. Repair will always be carried out on site, unless this is impossible.
- 9.4 After repair of Defects, a new guarantee period as described in paragraph 2 will commence and the Contracted Party guarantees the soundness in respect of the replaced or repaired Products and/or Services as described in paragraph 1.
- 9.5 If in Prinsen's opinion the safety of persons and/or the progress of the work so requires, Prinsen will be entitled to carry out preliminary repairs or cause preliminary repairs to be carried out at the Contracted Party's expense. The Contracted Party is entitled to not pay Prinsen's expenses if it proves that it was not informed in due time of the Defects in question and that, were it informed of this in due time, it would have remedied the Defects at least as quickly.
- 9.6 Prinsen is entitled to perform an audit at the Contracted Party on an annual basis in respect of the quality of the Products and/or Services. Prinsen can have this audit performed by an external research agency. The Contracted Party will render its full cooperation in such audit at no cost. The audit results in an audit report. The Contracted Party is obliged to implement the points of improvement in that audit report within the period stated in the audit report. Prinsen is entitled to demand proof from the Contracted Party that the points of improvement referred to have been implemented within the stated period.

Article 10. Pre-delivery inspection

- 10.1 During the execution of the Order, Prinsen reserves the right to inspect materials without prior notice or to have third parties inspect them in order to assess whether the requirements set in the Agreement or in the Order are complied with. On demand, the Contracted Party will render its full cooperation in such inspection and will not charge Prinsen any costs for this. Inspection or approval will not discharge the Contracted Party from any obligation of guarantee or liability.
- 10.2 Prinsen will inform the Contracted Party in due time about tests to be carried out by Prinsen. The Contracted Party has the right to be present at these tests or for an expert it has appointed to be present at such tests.
- 10.3 Regardless of whether Prinsen exercised its rights pursuant to the provisions of the two previous paragraphs of this article, regardless of the outcome of the inspections and tests referred to in those paragraphs and regardless of what Prinsen informs the Contracted Party about this, the Contracted Party will remain fully responsible for the correct execution of the Order.

Article 11. Delivery carriage paid

- 11.1 Ordered Products must be delivered carriage paid at the place of destination designated by Prinsen. The Contracted Party is obliged to arrange for proper packaging in accordance with all applicable legislation, as well as for safety and proper transport. Deliveries of ordered Products in consignments is only allowed if explicitly stated in the Order.
- 11.2 Specified documents must be available for every shipment and must contain at least the following information: Prinsen's order number(s) and article number(s), the name of the Product and/or Products, a description of each Product, the best-before date of each Product and the Contracted Party's lot number. This information and any markings stated by Prinsen must also be applied sufficiently clearly and visibly on the packaging. The best-before date of each Product and the Contracted Party's lot number must also be stated on the consignment note.

11.3 Delivery takes place fully at the Contracted Party's risk, even if it uses Prinsen's staff for the performance of any delivery act (the latter with the exception of intent or gross negligence on the part of Prinsen or its executive staff).

Article 12. Inspection and remedy

12.1 Prinsen will inspect the ordered Products or Services within a reasonable period of delivery or performance.

12.2 Acceptance will not have any more far-reaching meaning than that in the preliminary opinion of Prinsen the external condition of the Products or the visible performance or the external result of the Services is in accordance with the Order. In particular, acceptance will not stand in the way of any later reliance by Prinsen on the Contracted Party's failure to comply with its guarantee obligation referred to in Article 9 or any other obligation vis-à-vis Prinsen.

12.3 In the event that Prinsen rejects the Products and/or Services or if afterwards in Prinsen's reasonable opinion it should as yet turn out that these do not satisfy the requirements set for them in the Agreement and the Order, Prinsen may give the Contracted Party the opportunity, without prejudice to Prinsen's other rights, to remedy and/or repair the established shortcomings and/or Defects at the Contracted Party's expense and risk on Prinsen's demand. Additional costs to be incurred for disassembly, transport and/or reassembly will also be payable by the Contracted Party. After mutual consent, Prinsen will determine in reasonableness the manner in which and the Term within which the Defects and/or shortcomings must be remedied and/or repaired. At Prinsen's discretion, the repair work will either be carried out at the place of delivery or elsewhere.

12.4 When replacement or improvement of Products and/or Services as referred to in paragraph 3 is not possible in Prinsen's reasonable opinion or if the Contracted Party does not comply with the demand referred to in paragraph 3, the Contracted Party will be obliged to repay all amounts received from Prinsen with regard to the stated Products and/or Services, without the Contracted Party being entitled to set off these amounts against any claims to which it is entitled or claims alleged by it against Prinsen. In such case, Prinsen will be authorised to do all that is necessary or have this done and to charge the costs connected to this to the Contracted Party, including the additional expenses that Prinsen must reasonably incur in order to obtain replacement Products and/or Services and the costs that are related to the return and/or destruction of the Products received.

Article 13. Transfer of title and risk; right of retention

13.1 Prinsen acquires the title of ordered Products at the time that they are delivered to it.

13.2 The Contracted Party bears the risk of damage to or loss of ordered Products until the time when transfer of title has taken place as referred to in paragraph 1.

13.3 In derogation from the provisions of paragraph 1, in the event referred to in Article 8.2 Prinsen will acquire the title of the ordered Products when these are stored on its behalf.

13.4 If, in derogation from the provisions of Article 5.4, full or partial payment at an earlier date than stated in that Article is agreed upon in respect of Products that are not ready yet, pursuant to the advance payment made by it Prinsen will acquire, without any further act of delivery being required, the ownership of all Products, materials, raw materials and semi-finished products that the Contracted Party uses or designates for the execution of the Order. The Contracted Party is obliged to acquire the Products, materials, raw materials or semi-finished products referred to completely free from charges and third-party rights and to set them apart on Prinsen's behalf.

13.5 The provisions of paragraph 2 will remain in full force after a transfer of title pursuant to either paragraph 3 or the last sentence of paragraph 4.

13.6 The Contracted Party has no right of retention or right of suspension with regard to ordered Products.

Article 14. Items made available by Prinsen

14.1 Prinsen remains the owner of all items ('Items') that it makes available to the Contracted Party in connection with the Order (such as models, stamps, drawings, tools or other auxiliary materials). With the exception of written permission granted by Prinsen, the Contracted Party will refrain from such actions or omissions with regard to the Items that cause Prinsen to lose ownership of them due to specification, accession, confusion or any other manner whatsoever. Furthermore, the Contracted Party guarantees that the Items are not charged or encumbered with any third-party rights.

14.2 The Contracted Party has no right of retention or right of suspension with regard to the Items.

14.3 The Contracted Party will take out insurance for the Items at its own expense and risk for the benefit of Prinsen and on the customary conditions against all damage and/or loss that are the result of full or partial loss or damage of any cause whatsoever. Prinsen has the right to require inspection of the insurance policy or policies in question, which must list Prinsen as the co-insured.

14.4 Prinsen retains all its intellectual property rights (including similar rights such as knowhow) in respect of the Items. The Contracted Party will acquire a strictly personal, non-transferable and non-exclusive licence to use the Items for the duration of the Agreement as referred to in this Article and on the condition subsequent of incomplete fulfilment of all statutory and contractual obligations that the Contracted Party must observe in respect of Prinsen.

14.5 The Contracted Party will return the Items to Prinsen in good condition, unless Prinsen gives other instructions. The Contracted Party will use the Items fully at its own risk. With the exception of intent or gross negligence on its own part or that of its executive staff, Prinsen will not be liable for any consequences of the use of the Items for the Contracted Party or third parties. The Contracted Party will not use the Items for, nor will it give power of attorney to or allow third parties to use them or in connection with any other purpose than the correct execution of the Order.

14.6 The Items referred to in this Article include the Items that the Contracted Party purchased with a view to the Orders from Prinsen and charged to Prinsen. With effect from the time that the Contracted Party acquired these Items, the Contracted Party is deemed to hold these Items for Prinsen.

Article 15 Liability, force majeure and indemnity

15.1 The Contracted Party will carry out the Order fully at its own risk. All damage and/or loss, both direct and indirect and including any loss on account of lost profit, which is suffered by Prinsen or third parties as a result of or in connection with the execution of the Order will be compensated by the Contracted Party, regardless of whether that damage and/or loss was caused by the Contracted Party, its staff or other persons engaged by the Contracted Party in the execution of the Order.

15.2 Except in case of a non-attributable failure ('force majeure'), the Contracted Party will be fully liable for all damage and/or loss suffered by Prinsen or third parties as a result of any Defects in Products delivered and/or Services performed.

15.3 Force majeure will in any event not include: lack of staff, strikes, illness of staff, late delivery and/or unsuitability of materials, raw materials or semi-finished products or services, attributable failure or unlawful acts on the part of suppliers or third parties engaged by the Contracted Party and/or liquidity or solvency problems on the Contracted Party's part.

15.4 The provisions of paragraphs 1 and 2 of this Article are considered to be a stipulation for the benefit of any disadvantaged third parties referred to therein. The Contracted Party will indemnify Prinsen against all claims that these third parties might enforce against Prinsen. The Contracted Party will also indemnify Prinsen against vicarious tax liability.

15.5 The Contracted Party has taken out, and will maintain, adequate insurance against statutory and professional liability. The Contracted Party undertakes, immediately after being held liable by Prinsen, to assign to Prinsen all claims with regard to payment(s) of insurance proceeds on Prinsen's demand.

Article 16 Termination

16.1 If the Contracted Party does not execute the Order properly, without prejudice to its other rights and after the Contracted Party has been given written notice of default for that purpose, where a term of at least 7 calendar days is observed, Prinsen will be entitled to terminate the Agreement in full or in part without judicial intervention, in respect of which termination in that case a mere notification will suffice.

16.2 If the Contracted Party exceeds a Term in the execution of the Order or if it cannot reasonably be assumed that the Contracted Party will execute the Order in a timely fashion, without prejudice to its other rights Prinsen will be entitled to terminate the Agreement in full or in part without further notice of default and without judicial intervention by mere notification to the Contracted Party.

16.3 In the event of (provisional) suspension of payments, liquidation, participation in a debt management scheme, cessation or winding up of the Contracted Party's business or (in case of a natural person) upon his death, or in the event of a legal merger of the Contracted Party or if a substantial part of the control of the Contracted Party passes into other hands, Prinsen will be entitled to terminate the Agreement and any directly related agreements in full or in part. Furthermore, Prinsen will then be entitled, without notice of default, to suspend all obligations in respect of the Contracted Party from other Agreements or of any other nature.

16.4 All claims that Prinsen may have or acquire against the Contracted Party in the cases referred to in paragraphs 1, 2 and 3 will be immediately due and payable in full.

16.5 Pursuant to termination and/or commencement of the condition subsequent, Prinsen has the right to reclaim all payments made by it to the Contracted Party. If, in the event of termination, any performance already delivered by the Contracted Party is not subject to return and complies with the Order in all other respects, the Contracted Party will be entitled to compensation on the basis of the reasonably set value of the performance delivered to Prinsen, to be set off against that which Prinsen has to claim from the Contracted Party in respect of the shortcoming and/or termination. To the extent that return is possible, Prinsen will be entitled at its discretion to either keep the performance in exchange for compensation as referred to above or to return it to the Contracted Party at its expense and risk, without prejudice to any exercise of the rights referred to in Article 12.3.

16.6 Termination as referred to in paragraphs 1, 2 or 3 will not result in termination of Prinsen's rights as described in these conditions.

Article 17 Intellectual property

17.1 The Contracted Party grants Prinsen a non-exclusive licence for all its intellectual property rights in respect of the Products and/or Services, including but not limited to rights relating to patents, utility models, trademarks and knowhow. Pursuant to this licence, Prinsen will have the right to use the Products or have them used (including to change, process, treat and repair them or have this done) and Prinsen will furthermore be authorised to deliver the Products, whether or not as a component of other goods, or to allow third parties to use them. The compensation for this licence is included in the price. If pursuant to any relevant legal system, any further juristic or other act should be required for the creation and/or implementation of these licensing or other rights, the Contracted Party will inform Prinsen thereof and will always render all necessary cooperation to Prinsen at its own expense.

17.2 All intellectual property rights in respect of results of Services will be vested in Prinsen. If pursuant to any relevant legal system, any further juristic or other act should be required for the creation and/or implementation thereof, the Contracted Party will inform Prinsen thereof and will always render all necessary cooperation to Prinsen at its own expense.

- 17.3 The Contracted Party guarantees that the Products and/or Services do not infringe intellectual property rights of Prinsen or third parties and indemnifies Prinsen and its clients in respect of any such infringement including comparable claims with regard to knowhow, illegal competition, etc.
- 17.4 If legal action is instituted on account of infringement of such rights or if the possibility of such legal action exists, without prejudice to Prinsen's rights including its right to termination of the Agreement, the Contracted Party will, at its expense and risk:
- (a) as yet acquire the right to continue the use of (the part in question of) the Products and the results of the Services by Prinsen;
 - (b) or replace and/or adjust the (part in question of the) Product and/or the results of the Services;
 - (c) or take back the (part in question of the) Product and/or the results of the Services in exchange for compensation of costs, damage and/or loss and interest.
- Adjustment and/or replacement may not result in Prinsen being restricted in the possibilities for use of the Products or the results of the Services.
- 17.5 The Contracted Party undertakes, at its expense and risk, to take all measures that may contribute to prevention of stagnation at Prinsen and to limit additional costs to be incurred and/or loss to be suffered by Prinsen.
- Article 18 Secrecy
- 18.1 The Contracted Party, its staff and any third parties engaged by it are obliged to observe strict secrecy in respect of all information regarding Prinsen's company that they might obtain in connection with the Order and/or the Agreement or the execution thereof, such including the nature, the reason and the result of the work carried out and the prices, costs and procedures used by Prinsen.
- 18.2 The Contracted Party is not allowed to directly and/or indirectly deliver Products and/or Services to clients of Prinsen. The Contracted Party will immediately inform Prinsen if it is approached by clients of Prinsen.
- 18.3 In the event of violation of the obligations of this article, the Contracted Party will pay Prinsen, without demand or notice of default being required, an immediately payable penalty of EUR 5,000 (in words: five thousand euros) in lump sum, to be increased by an immediately payable penalty of EUR 2,500 (in words: two thousand five hundred euros) for each day or part of a day that the violation continues, such without prejudice to the Contracted Party's obligation to compensate all damage and/or loss that results from the violation for Prinsen.
- Article 19 Exercise of rights of suspension, termination, setoff and declaring void by Prinsen
- 19.1 If on the basis of the circumstances known to it at that time, Prinsen in all reasonableness feels that it can exercise a right of suspension, termination, setoff and/or declaring void, Prinsen will not be obliged to pay statutory interest if it should later turn out that it did not exercise said rights in a legally valid manner.
- Article 20 Applicable law, competent court
- 20.1 Dutch law applies to these Conditions and to all Orders and Agreements and any ensuing disputes. With regard to agreements as referred to in Section 6:247 Subsection 2 of the Netherlands Civil Code, however, it is explicitly determined that part 3, title 5 of Book 6 of the Netherlands Civil Code is not applicable.
- 20.2 Third parties will not become a party to any Agreement between Prinsen and the Contracted Party on the basis of an implicit or explicit third-party clause contained in these Conditions or the Agreement. Section 6:254 Subsection 1 of the Netherlands Civil Code therefore does not apply.
- 20.3 The UN Convention on international purchase agreements (usually referred to as the Vienna Sales Convention) is not applicable, nor is any other international arrangement on the purchase or sale of movable tangible property, the effect of which can be excluded by contract.
- 20.4 If these Conditions apply in an international relationship with the Contracted Party, it will always immediately inform Prinsen about all provisions of these Conditions that cannot be enforced in the Contracted Party's country of establishment. Provided that Prinsen has given its approval in advance, Prinsen will bear the reasonable costs of any required external legal inspection. To the extent that it remains in default in respect of the provisions of the first sentence of this paragraph, the Contracted Party will not, either at law or otherwise, be able to invoke the possible unenforceability of such provisions and will indemnify Prinsen against any damage and/or loss that might arise, unless Prinsen has refused to pay the reasonable costs as referred to above.
- 20.5 Any disputes arising from or connected with an offer, Order, Agreement, these Conditions or commitment to or with Prinsen will exclusively be settled by the competent court of the District of 's-Hertogenbosch in the Netherlands.

Date: 2011-05-23