Terms and Conditions from Walvis Products B.V., with its registered office at NL-Wommels.

These terms and conditions are only applicable for transactions by making use of our webshops www.walvisproducts.nl – www.walvisproducts.com – www.walvisproducts.de – www.walvisproducts.fr

For all other transactions, whatever name it is, other Terms and Conditions apply – please see -2-

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Article 1 – Definitions

In these conditions, the following definitions apply:

1. Reflection period: the period in which the consumer can make use of his right of withdrawal;

2. Consumer: the natural person who does not act in the exercise of profession or business and enters into a distance contract with the entrepreneur;

3. Day: calendar day;

4. Duration of transaction: a distance contract relating to a series of products and / or services, of which the delivery and / or purchase obligation is spread over time;

5. Durable medium: any means that enables the consumer or entrepreneur to store information that is addressed to him personally, in a way that makes future consultation and unaltered reproduction of the stored information possible.

6. Right of withdrawal: the possibility for the consumer to withdraw from the distance contract within the reflection period;

7. Model form: the model form for withdrawal that the entrepreneur provides that a consumer can fill in when he wants to make use of his right of withdrawal.

8. Entrepreneur: the natural or statutory person who offers products and / or services to consumers at a distance;

9. Distance contract: an agreement whereby, within the framework of a system organized by the entrepreneur for distance selling of products and / or services, up to and including the conclusion of the agreement, only one or more techniques for distance communication are used;

10. Technique for distance communication: means that can be used for concluding a contract, without the consumer and entrepreneur being in the same room at the same time.

11. Terms and Conditions: the present General Terms and Conditions of the entrepreneur.

Article 2 – Identity of the entrepreneur

WALVIS PRODUCTS B.V.

De Iisbaan 10 C

NL-8731 DW WOMMELS – The Netherlands

Phone number: +31(0)85-2033403

E-mail address: info@walvisproducts.net

Chamber of Commerce number: 32040745

VAT identification number: NL009023756B01

Opening hours: 08.00 – 16.30 from Monday to Friday

Closed on Saturdays, Sundays and public holidays.

Article 3 – Applicability

1. These general terms and conditions apply to every offer from the entrepreneur and to every distance contract and orders between entrepreneur and consumer.

2. Before the distance contract is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible before the distance contract is concluded, it will be indicated that the general terms and conditions can be viewed at the entrepreneur and they will be sent free of charge as soon as possible at the request of the consumer.

3. If the distance contract is concluded electronically, by derogation from the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available electronically to the consumer in such a way that the consumer can easily store it on a durable medium. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be consulted electronically and that at the request of the consumer they will be sent free of charge by electronic means or otherwise.

4. In case the specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs shall apply mutatis mutandis and the consumer may in the event of conflicting general terms and conditions always invoke the applicable provision that is most favorable to him.

5. If one or more provisions in these general terms and conditions at any time are wholly or partially void or destroyed, then the contract and these conditions remain intact and the concerning stipulation will be replaced by a provision that the intention of the original approaches as much as possible.

6. Situations that are not regulated in these general terms and conditions must be assessed `to the spirit` of these general terms and conditions.

7. Obscurities about the explanation or content of one or more provisions of our terms and conditions, should be explained `to the spirit` of these terms and conditions.

Article 4 – The offer

1. If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.

2. The offer is without obligations. The entrepreneur is entitled to amend and adjust the offer.

3. The offer contains a complete and accurate description of the offered products and / or services. The description is sufficiently detailed to make a proper assessment of the offer possible by the consumer. If the entrepreneur uses images, these are a true reflection of the offered products and / or services. Obvious mistakes or errors in the offer do not bind the entrepreneur.

4. All images, specifications and information in the offer are indicative and can not lead to compensation or dissolution of the contract.

5. Products with images are a true reflection of the products offered. Entrepreneur can not guarantee that the displayed colors exactly match the real colors of the products.

6. Each offer contains such information that is clear to the consumer on what rights and obligations are attached to the acceptance of the offer. This concerns in particular:

• the price including taxes;

• the possible costs of shipping;

• the way in which the contract will be concluded, and which acts are necessary for this;

• whether or not the right of withdrawal applies;

• the method of payment, delivery and execution of the contract;

• the period for accepting the offer, or the period within which the entrepreneur guarantees the price;

• the amount of the tariff for distance communication if the costs of using the technique for distance communication are calculated on a basis other than the regular basic tariff for the used means of communication

• whether the agreement is filed after the conclusion and, if so, how it can be consulted by the consumer;

• the way in which the consumer, prior to concluding the contract, can check the data provided by him under the contract and repair it if necessary;

• any other languages in which, in addition to Dutch, the contract can be concluded;

• the codes of conduct to which the entrepreneur has subjected himself and the way in which the consumer can consult these codes of conduct electronically; and

• the minimum duration of the distance contract in case of a duration of transaction.

• available sizes, colours, type of materials.

Article 5 – The contract

1. The contract is, without prejudice to the provisions of paragraph 4, concluded at the moment of acceptance by the consumer of the offer and the fulfillment of the corresponding conditions.

2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm the receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can dissolve the agreement.

3. If the contract is concluded electronically, the entrepreneur will take appropriate technical measures and organisational measures to secure the electronic transfer of data and he will ensure a secure web environment. If the consumer can pay electronically, the entrepreneur will observe appropriate security measures.

4. The entrepreneur can – within the legal frameworks – inform whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If the entrepreneur based on this investigation has good reasons not to enter into the agreement, he is entitled to refuse an order or request, and he is entitled to attach special conditions to the execution.

5. The entrepreneur will send the following information with the product or service, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable medium:

a. the visiting address of the business location of the entrepreneur where the consumer can go to with complaints;

b. the conditions under which and the manner in which the consumer can make use of the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;

c. the information about guarantees and the existing service after purchase;

d. the information included in article 4 paragraph 3 of these conditions, unless the entrepreneur has already provided this information to the consumer before the execution of the contract;

e. the requirements for terminating the contract if the contract has a duration of more than one year or is indefinite.

6. In case of an extended transaction, the provision in the previous paragraph only applies to the first delivery.

7. Each contract is concluded under the suspensive conditions of sufficient availability of the products concerned.

Article 6 – Right of withdrawal

When delivering products:

1. When purchasing products, the consumer has the option to terminate the contract without giving any reasons within 14 days. This reflection period commences on the day following the receipt of the product by the consumer or a representative who is pre-designated by the consumer and who is announced to the entrepreneur.

2. During the reflection period, the consumer will handle the product and packaging carefully. He will only unpack or use the product to the extent that is necessary to assess whether he wishes to keep the product or not. If he makes use of his right of withdrawal, he will return the product with all accessories and – if reasonably possible – in the original condition and packaging to the entrepreneur, in accordance with the reasonable and clear instructions provided by the entrepreneur.

3. When the consumer wishes to make use of his right of withdrawal, he is obliged to announce this to the entrepreneur within 14 days after the receipt of the product. The consumer must announce this by means of the model form. After the consumer has announced that he wishes to make use of his right of withdrawal, the customer must return the product within 14 days. The consumer must prove that the delivered goods have been returned on time, for example by means of a proof of shipment.

4. If the customer has not announced that he wishes to make use of his right of withdrawal after the expiry of the periods mentioned in paragraphs 2 and 3, or the consumer has not returned the product to the entrepreneur, the purchase is a fact.

5. When providing services, the consumer has the option to terminate the contract without giving any reasons for at least 14 days, starting on the day of concluding the contract.

6. In order to make use of his right of withdrawal, the consumer will focus on the reasonable and clear instructions provided by the entrepreneur with the offer and / or at the latest upon delivery.

Article 7 – Costs in case of withdrawal

1. If the consumer makes use of his right of withdrawal, the consumer will bear the costs of returning the goods.

2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible but no later than 14 days after the cancellation. However, the condition is that the product has already been received by the merchant or that conclusive proof of the complete return can be submitted. Repayment will be made via the same payment method used by the consumer, unless the consumer explicitly authorizes another payment method.

3. In the event of damage to the product due to careless handling by the consumer himself, the consumer is liable for the depreciation of the product.

4. The consumer can not be held liable for the depreciation of the product if the entrepreneur does not provide all legally required information about the right of withdrawal, this should be done before the conclusion of the sales contract.

Article 8 – Exclusion of right of withdrawal

1. The entrepreneur can exclude the right of withdrawal of the consumer for products as described in paragraph 2 and 3. The exclusion of the right of withdrawal only applies if the entrepreneur has clearly stated this in the offer, at least in time for the conclusion of the contract.

2. Exclusion of the right of withdrawal is only possible for products:

a. that have been created by the entrepreneur in accordance with the specifications of the consumer;

b. that are clearly personal in nature;

c. which can not be returned due to their nature;

d. that can spoil or age quickly;

e. of which the price is subject to fluctuations in the financial market on which the entrepreneur has no influence;

f. for loose newspapers and magazines;

g. for audio and video recordings and computersoftware of which the consumer has broken the seal.

h. for hygienic products of which the consumer has broken the seal.

3. Exclusion of the right of withdrawal is only possible for services:

a. regarding accommodation, transport, restaurant services or to perform leisure activities on a certain date or during a certain period;

b. of which the delivery commenced with the express consent of the consumer before the reflection period has expired;

c. regarding bets and lotteries.

Article 9 – The price

1. During the period mentioned in the offer, the prices of the offered products and / or services will not be increased, except for price changes due to changes in VAT rates.

2. Contrary to the previous paragraph, the entrepreneur can offer products or services with variable prices, in case of prices that are subject to fluctuations in the financial market and on which the entrepreneur has no influence. This link to fluctuations and the fact that any mentioned prices are target prices are mentioned in the offer.

3. Price increases within 3 months after the conclusion of the contract are only permitted if they are the result of statutory regulations or provisions.

4. Price increases from 3 months after the conclusion of the contract are only permitted if the entrepreneur has stipulated this and:

a. they are the result of statutory regulations or stipulations; or

b. the consumer has the authority to terminate the contract with effect from the day on which the price increase starts.

5. The prices mentioned in the offer of products or services include VAT.

6. All prices are subject to printing errors. No liability is accepted for the consequences of printing errors. In case of printing errors, the entrepreneur is not obliged to deliver the product at the mistaken price.

Article 10 – Conformity and Warranty

1. The entrepreneur guarantees that the products and / or services comply with the contract, the specifications stated in the offer, the reasonable requirements of virtue

and / or usability and the existing statutory provisions and / or government regulations on the date of the conclusion of the contract. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.

2. A warranty provided by the entrepreneur, manufacturer or importer does not affect the statutory rights and claims that the consumer can assert against the entrepreneur on the basis of the contract.

3. Any defects or incorrectly delivered products must be reported to the entrepreneur in writing within 4 weeks after delivery. Return of the products must be in the original packaging and in a new condition.

4. The warranty term of the entrepreneur is consistent with the warranty term of the manufacturer. The entrepreneur is never responsible for the ultimate suitability of the products for each individual application by the consumer, nor for any advice regarding the use or application of the products.

5. The warranty does not apply if:

• The consumer has repaired the delivered products himself and / or processed or if the consumer has it repaired and / or processed by third parties;

• The delivered products are exposed to abnormal conditions or otherwise careless handling or contrary to the instructions of the entrepreneur and / or are handled on the packaging;

• The defect in whole or in part is the result of regulations that the government has made or will make regarding the nature or the quality of the materials used.

Article 11 – Delivery and execution

1. The entrepreneur will take the most possible care when receiving and executing orders of products and when assessing applications for the provision of services.

2. The place of delivery is the address that the consumer has announced to the company.

3. With due regard for the provisions in paragraph 4 of this article, the company will execute accepted orders expeditiously but no later than 30 days, unless the consumer has agreed to a longer delivery period. If the delivery is delayed, or if an order can not or only partially be executed, the consumer will receive a notification of this no later than 30 days after he has placed the order. In that case, the consumer has the right to terminate the contract without any costs. The consumer is not entitled to a compensation.

4. All delivery terms are indicative. The consumer can not derive any rights from any periods mentioned. Exceeding a term does not entitle the consumer to a compensation.

5. In case of dissolution in accordance with paragraph 3 of this article, the entrepreneur will refund the amount that the consumer has paid as soon as possible but no later than 14 days after termination.

6. If the delivery of an ordered product appears to be impossible, the entrepreneur will endeavor to make a replacement article available. At the latest upon delivery, it will be stated in a clear and comprehensible manner that a replacement item will be delivered. For replacement items, the right of withdrawal can not be excluded. The costs of any return shipment will be borne by the entrepreneur.

7. The risk of damage and / or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a pre-designated representative that is announced to the entrepreneur, unless expressly agreed otherwise.

Article 12 – Duration of transactions: duration, cancellation and extension

Cancellation

1. The consumer can terminate a contract that has been concluded for an indefinite period and which extends to the regular delivery of products (including electricity) or services, at any time with due regard for the agreed cancellation rules and a period of notice of up to one month.

2. The consumer can terminate a contract that has been concluded for a definite period and which extends to the regular delivery of products (including electricity) or services, at any time by the end of the stipulated term, with due regard for the agreed cancellation rules and a period of notice of at most one month.

3. The consumer may, in the agreements that are mentioned in the previous paragraphs:

• cancel at any time and not be limited to termination at a specific time or in a given period;

• at least cancel in the same way as they were entered into by him;

• always cancel with the same period of notice as the entrepreneur has stipulated for himself.

4. A contract that has been concluded for a definite period and that extends to the regular delivery of products (including electricity) or services, may not be tacitly extended or renewed for a fixed term.

5. Contrary to the previous paragraph, a contract that has been concluded for a definite period and which extends to the regular delivery of daily papers, newspapers and magazines may be tacitly extended for a fixed term of a maximum of three months, if the consumer can cancel this extended contract before the end of the extension with a period of notice of no more than one month.

6. A contract that has been concluded for a definite period and that extends to the regular delivery of products or services may only be tacitly extended for an indefinite period if the consumer may cancel at any time with a period of notice of no more than one month and a period of notice of at most three months in case the contract extends to the regular, but less than once a month, delivery of daily papers, newspapers and magazines.

7. A contract of limited duration of the regular delivery of daily papers, newspapers and magazines (trial or introductory subscription) can not be tacitly continued and ends automatically after the trial or introductory period.

8. If a contract has a duration of more than one year, the consumer may terminate the contract at any time with a period of notice of no more than one month, unless the reasonableness and fairness oppose cancellation before the end of the agreed term.

Article 13 – Payment

1. Unless otherwise agreed, the amounts owed by the consumer must be paid within 7 working days after the commencement of the reflection period as referred to in article 6 paragraph 1. In case of a contract to provide a service, this period shall start after the consumer has received the confirmation of the contract.

2. The consumer has the duty to report inaccuracies in provided or stated payment details to the entrepreneur without delay.

3. In case of default by the consumer, the entrepreneur has the right, subject to statutory restrictions, to charge the reasonable costs that were announced prior to the consumer.

Article 14 – Complaints procedure

1. The entrepreneur has a well-publicized complaints procedure and handles the complaint in accordance with this complaint's procedure.

2. Complaints about the execution of the contract must be submitted fully and clearly described to the entrepreneur within 7 days, after the consumer has discovered the defects.

3. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will respond within the period of 14 days with a notice of receipt and an indication when the consumer can expect a more detailed answer.

4. If the complaint can not be resolved by mutual agreement, a dispute arises that is susceptible to the dispute settlement.

5. In case of complaints, a consumer must first turn to the entrepreneur. If the webshop is affiliated with WebwinkelKeur and if the complaints can not be resolved by mutual agreement, the consumer should turn to WebwinkelKeur (www.webwinkelkeur.nl), which will mediate free of charge. Check whether this webshop has a running membership via https://www.webwinkelkeur.nl/leden/. If there is not a solution found by then, the consumer has the opportunity to have his complaint dealt with by the arbitration committee appointed by WebwinkelKeur, the decision of this is binding and both entrepreneur and consumer must agree with this binding decision. There are costs associated with submitting a dispute to the arbitration committee that must be paid by the consumer to the relevant committee. It is also possible to file complaints via the European ODR platform.

6. A complaint does not suspend the obligations of the entrepreneur, unless the entrepreneur indicates otherwise in writing.

7. If a complaint is found to be well-founded by the entrepreneur, the entrepreneur will replace or repair the products to the consumer its choice or the delivered products free of charge.

Article 15 – Disputes

1. Contracts between the entrepreneur and the consumer to which these general terms and conditions apply are governed exclusively by Dutch law. Even if the consumer lives abroad.

2. The Vienna Convention on Contracts for the International Sale of Goods does not apply.

Article 16 – Additional or deviating provisions

Additional or deviating provisions from these terms and conditions may not be at the expense of the consumer and must be recorded in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable medium.

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General Terms and Conditions of Walvis Products BV, with its registered office at NL-WOMMELS.

These terms and conditions apply for all transactions, whatever name it is, that were entered into by any different method than through our webshops www.walvisproducts.nl, www.walvisproducts.com, www.walvisproducts.de and www.walvisproducts.fr

Article 1. Applicability

1. These Terms and Conditions shall be applicable to all of our offers, tenders, commissions and agreements, of whatever name, and shall be sent to the other party on demand.

2. Our work shall solely be carried out under the applicability of these Terms and Conditions. We will not accept the applicability of any terms and conditions applied by the other party insofar the other party may refer thereto or may send such terms and conditions to us, except as agreed otherwise in writing.

3. Any deviation from these Terms and Conditions shall not be valid except as confirmed by the Managing Board in writing.

Article 2. Offers and tenders

1. All offers and tenders shall be without any commitment, unless they contain a term for acceptance. If an offer contains an offer without any commitment, we shall have the right to withdraw such offer within five working days following the receipt of the acceptance. Offers without any explicit term for acceptance shall be valid for thirty days following the date of the tender, but shall be without any commitment.

2. Oral agreements shall become effective once they have been approved by our Managing Board in writing, within 8 days following the receipt of an order.

3. Orders placed by telephone and by telex / telecopier cq. any modifications shall be carried out in accordance with the notes drawn up by us and our interpretation thereof.

As a result, the risk shall be fully borne by the other party. The other party shall obviously have the right to provide proof to the contrary.

4. All of the price lists, brochures and other information contained in any offer or tender shall be as accurate as possible. We shall not be bound thereto unless this has been explicitly confirmed in writing. All of the information provided in any offer or tender shall remain our (intellectual) property and must be returned on demand.

Article 3. Prices

1. All of the prices shall be exclusive of value added tax -VAT- and any other government levies.

2. Unless stated otherwise, all of the price quotations shall be subject to price changes.

*In the event that we have agreed a specific price with the other party, we shall, however, have the right to increase such price by invoicing the price applicable on delivery, in accordance with the then applicable pricelists.

*In the event that only a quotation has been submitted, we shall also have the right to increase the order price accordingly in the event of any increase in one or more cost price factors.

*In the event that the price increase exceeds 10%, the other party shall have the right to dissolve the agreement.

3. In the event that the other party is a consumer, this consumer shall have the right to dissolve the agreement within three days following the conclusion of such agreement, in the event of any price increase, irrespective of the percentage of such price increase.

4. We shall charge € 20,- handling expenses for any orders and agreements with a net invoice value of € 100,- or less.

Article 4. Deliveries

1. The delivery times specified shall never be considered fatal terms, unless otherwise explicitly agreed on in writing. In the event of late delivery we must therefore be declared in default in writing. The term specified for compliance shall be at least two weeks. Delivery times shall run as from the conclusion of the agreement.

2. Deliveries of goods with a net invoice value of € 500 or more shall be free ex company, ex warehouse or ex other storage space used by us. After that, the risk shall be borne by the other party. We shall explicitly not insure the goods; this shall be done by the other party. In the event that the other party requests transport, delivery or dispatch by us, we

shall do so, but on the explicit condition that the risk and costs will be for the account of the other party.

3. We shall have the right to deliver in parts (partial deliveries). We shall have the right to invoice such partial deliveries separately. In such event, the other party shall be obliged to pay in accordance with the following provisions pertaining to “Payment”.

4. Our being bound to an (agreed) fatal term shall lapse in the event that the other party wishes to change the order specifications, unless such change or the delay resulting therefrom is of such limited importance that it is in reasonableness possible to perform within the agreed term.

5. In the event that the other party has not taken possession of the goods before or on the expiry of the delivery time, such goods shall be stored for the other party, for its account and risk. After a period of 4 weeks we shall be entitled to sell such goods. Any decrease in proceeds and any costs incurred shall be for the account of the other party, without prejudice to our other rights.

Article 5. Complaints

1. The other party shall be obliged to examine the goods for defects immediately following delivery. In the event of any defect, the other party shall notify us thereof in writing forthwith, accurately specifying the defects. Once a term of 8 days has lapsed following delivery, the other party shall be deemed to have approved the delivery, unless it is in all reasonableness impossible to identify the defects within 8 days. In such event, the other party shall respond in writing immediately, accurately specifying the defects.

2. Our performance shall in any case be deemed to be sound, in the event that the other party has put the goods delivered into use, has processed such goods, has delivered such goods to any third party or has allowed any third party to put them into use, with due observance of paragraph 1 of this article.

3. The other party shall enable us to examine (or have examined) the defects reported by the other party. In the event that the other party fails to do so, the complaint shall be considered unfounded.

4. In the event of any defects, we shall be obliged to repair such defects within a reasonable term of at least 14 days or to pay damages to the other party in accordance with the provisions contained in the next article.

5. Goods delivered cannot be returned without our prior written consent, in accordance with the conditions to be determined by us.

6. Complaints against any imperfections in our invoices shall be made within 8 days following the date of the invoice. After such date the other party shall be deemed to agree with the amount stated on the invoice.

Article 6. Payment

1. Payment shall be made within 8 days after submission of the invoice, unless otherwise agreed.

2. In the event that payment is not made by the due date mentioned in paragraph 1 of this article, the other party shall be in default without any notice of default being required.

3. We shall have the right to charge 1.5% interest for each month or part of a month, as of the date the other party is in default.

4 We shall also have the right to charge extrajudicial costs in case of late payment by the other party, in accordance with the collection rates established by the Netherlands Bar, with a minimum of € 150. The above shall be applicable without prejudice to our right to compensation of all other costs, damages and interest.

5. In the event that payment in instalments has been agreed, e.g. in the event of partial deliveries, payment shall also be made in accordance with the foregoing.

6. Payment made by the other party shall always serve to settle all of the payable costs and interest and subsequently to settle the oldest payable outstanding invoices, even in the event that the other party states that payment thereof concerns a later invoice.

7. Payment shall be made without any entitlement to settlement and/or suspension other than the rights the other party is legally entitled to.

Article 7. Securities and retention of title

1. In the event of any reason – for example under the following conditions: failure to pay outstanding invoices, discontinuing payment, reasonable doubt about the client's compliance with his obligations under an agreement – thereto, we shall have the right to demand that the other party:

* complies with all of its obligations immediately;

* provides security or makes sure that security is provided towards us for all current or future obligations.

2. In the event that the other party does not provide such security, we shall have the right to postpone the execution of the agreement with immediate effect.

3. In the event that the other party fails to comply with its obligation to provide security within a reasonable term following the postponement, we shall have the right to dissolve the agreement between the contracting parties and claim damages on account of the attributable shortcoming of the other party to fulfil its obligation.

4. We retain the title to all goods delivered by us to the buyer / other party until payment of the purchase price for all of such goods has been made in full. In the event that we carry out any work for the other party, within the framework of these purchase agreements, payable by the other party, the aforementioned title shall be retained until payment thereof has been made in full. The retention of title shall also be applicable to any claims we may have against the other party on account of any failure of the other party to fulfil one or more of its obligations towards us. In the event of similar goods, the other party shall be deemed to sell the old stock first and truly keep the most recent stock in store.

5. As long as the title to the goods delivered has not passed to the other party, the other party shall not pledge such goods or grant any rights thereto to any third party, subject to the provisions contained in paragraph 6 of this article.

6. Pertaining to goods delivered, the title of which has passed to the other party and which goods are still in the other party's possession, we reserve rights to pledge in accordance with the provisions contained in Article 3:237 of the Civil Code, as an additional security for any claims other than those listed in Article 3:92 of the Civil Code we may have towards the other party for whatever reason.

7. The other party shall be obliged to keep the goods delivered under retention of title with due care and diligence and labelled as our property. The other party shall be obliged to insure such goods against damage by fire, by explosion and by water and against theft and to submit such insurance policies to us on our demand.

Any claims by the other party to the insurers of the goods within the framework of the aforementioned insurance policies shall be pledged to us by the other party on our demand, according to the method specified in Article 3:239 of the Civil Code, as an additional security for our claims against the other party.

8. In the event that the other party fails to comply with its obligations to pay or gives us good cause to believe that it will fail to fulfil such obligations, we shall have the right to repossess the goods delivered under retention of title. Following such repossession the other party shall be credited for the market value of such goods, which shall never exceed the original purchasing price, minus the costs payable on such repossession.

9. The other party shall have the right to sell and transfer the goods delivered under retention of title to any third party within the framework of the ordinary course of its business. In the event of sale on credit, the purchaser shall be obliged to stipulate a retention of title from its suppliers, in accordance with the provisions contained in this article.

Article 8. Dissolution

1. An agreement can solely be terminated by means of a judicial decision or by means of a written statement sent by registered mail, return receipt requested, to the other party, exclusively on account of any attributable shortcoming of the other party pertaining to compliance with the other party's obligation to fulfil essential obligations in pursuance of the agreement, without prejudice to its other legal rights.

2. In the event that the other party has already received any performances within the framework of the execution of an agreement, the other party shall only have the right to dissolve the agreement in part, for such part that has not yet been executed by us. Any amounts invoiced by us prior to the dissolution pertaining to the part of the agreement that has been executed by us shall remain payable and shall become immediately payable – in so far as they are/were not payable already – upon dissolution of the agreement.

3. Contrary to the provisions contained in paragraph 1, we shall be entitled to terminate the agreement immediately, in whole or in part, without any judicial intervention, by means of a written notification to the other party, in cases as stated in Article 7 and in the event that the other party is declared bankrupt, in the event that suspension of payment is granted to the other party – whether or not this suspension of payment is of a provisional nature -, in the event that for any other reason the other party is unable to fulfil its obligations to pay or in the event that its company is wound up. We shall never be obliged to pay any damages in relation to such dissolution.

4. In the event that the other party cancels an agreement (unless we claim fulfilment thereof) and/or refuses to take possession of the goods, it shall be obliged to take over the materials that have already been purchased by us as well as any raw materials, at cost price, inclusive of any wages and social security costs. The other party shall also be obliged to pay an amount equal to 15% of the agreed price.

5. The other party shall be obliged to indemnify us for any claims made by any third party as a result of the cancellation and/or the refusal.

Article 9. Liability

1. We shall accept liability for any damages incurred by the other party as a result of an attributable shortcoming in the fulfilment of our obligation, if and insofar such liability is covered by our insurance, to an amount not exceeding the amount paid by the insurance.

2. In the event that, for whatever reason, the insurer does not pay, such liability shall be limited to the amount stated on the invoice, with a maximum of € 10,000.

3. Contrary to the provisions contained in paragraphs 1 and 2, we shall not accept any liability for any damages resulting from the injudicious use of the goods delivered or any use for any purpose other than the purposes for which such goods are suitable according to objective standards, or for any damages in the form of loss of turnover or loss of goodwill for the other party's business or occupation.

4. In the event of any unlawful act on our part or of any of our employees our liability shall be limited to the payment of damages resulting from death or bodily harm. In such cases our liability shall be limited to the payment made by our insurer.

5. No liability whatsoever shall be incurred by us in respect of any violation of patents, licences or other rights of any third party as a result of the use of information provided to us by or on the part of the client within the framework of the execution of order. The other party shall indemnify us therefor in full. We shall have the right to postpone our obligations under an agreement until it has been legally established as an indisputable fact that we do not violate any rights.

6. The provisions contained in this article shall not be applicable in the event that the damages result from gross negligence or intent on our part or on the part of any of our senior employees.

7. In the event that a claim is made against us by any third party for any damages for which we are not liable, the other party shall indemnify us by compensating such third party for such damages or at least by paying part thereof, in accordance with the Law.

8. No liability whatsoever shall be incurred by us in respect of any damages to material received by us from the other party and to be printed or processed by us, in the event that the other party has not provided us with a specification of the properties and nature of such materials upon entering into the agreement and has not provided sound information about the applied (preliminary) processing of such materials.

Article 10. Force Majeure

1. No liability whatsoever shall be incurred by us in respect of any shortcoming resulting from force majeure. During force majeure, our delivery and other obligations shall be postponed. In the event that the period in which fulfilment of our obligations is not

possible as a result of force majeure exceeds thirty days, both parties shall have the right to dissolve the agreement without judicial intervention, without any obligation to pay damages.

2. In the event that we have already fulfilled part of our obligations before the occurrence of the force majeure, or can only fulfil such obligations in part, we shall have the right to invoice the part that has already been delivered or the deliverable part separately. The other party shall be obliged to pay such invoice as if it were a separate agreement.

3. For the purposes of this article, force majeure shall mean any circumstances preventing the fulfilment of the obligation that cannot be attributed to us. These will include but will not be limited to:

Transport problems, fire, theft – whether or not preceded by forcible entry -, government measures – including but not limited to import and export embargoes, fixing of quotas, and breakdown at our suppliers, breach of contract by our suppliers as a result of which we cannot or no longer fulfil our obligations towards the other party, as well as insufficient cooperation, information or materials of the other party.

Article 11. Copyright, industrial property right, reproduction right, ownership of means of production

1. The other party guarantees that the multiplication or the disclosure of any materials received from the other party, including manuscripts, type, models, drawings, photographs, lithos, films, information carriers, computersoftware, stills, datafiles, etc. will not violate any rights of any other party under the Copyright Act or any other regulations pertaining to copyrights or the right to industrial property or the right pertaining to any unlawful act. The other party shall indemnify us for any claims made by any third party pursuant to the aforementioned legislation.

2. In the event that reasonable doubt may develop or may not cease to exist about the correctness of any rights pretended by any third party, we shall have the right to postpone fulfilment of the agreement until it has been legally established as an indisputable fact that we do not violate any rights by fulfilling the agreement.

3. Unless otherwise explicitly agreed on in writing, we shall always retain the copyright that may be created pertaining to the work produced by us during the fulfilment of the agreement, such as manuscripts, type, design drawings, models, work and detail drawings, information carriers, computersoftware, datafiles, photographs, lithos, films and similar means of production and tools, also in the event that such activities are stated on the invoice as separate entries.

4. The work to be delivered and delivered by us in accordance with our styling, such as manuscripts, type, design drawings, models, work and detail drawings, information carriers, computer software, datafiles, photographs, lithos, films and similar means of production and tools, nor any part thereof that is an essential element of such styling, shall not, also if or insofar we have no copyright or other legal protection pertaining to the multiplication of this work within the framework of any production process.

5. Following delivery by us, the other party shall obtain the non-exclusive right to use the work carried out by us within the framework of the agreement pursuant to the Copyright Act or of work carried out according to paragraph 4 of this article. The aforementioned right to use is restricted to the right of normal use and in particular does not include the use with the purpose of multiplication within the framework of any manufacturing process.

6. All of the products manufactured by us, such as means of production, semi-finished products and tools, in particular type, design drawings, models, work and detail drawings, information carriers, computer software, datafiles, photographs, lithos, printing blocks, films, micro and macro assemblies, printing plates, silkscreen printing moulds, photo gravure cylinders, stypes, cutting dies and blanking dies, embossing moulds, die blanks and peripherals, shall remain our property, also in the event that such activities are stated on the invoice as separate entries.

7. We shall not be obliged to provide the products mentioned in paragraph 6 of this article to the other party. We shall not be obliged to keep such products, unless otherwise explicitly agreed on in writing.

8. We shall have the right to deliver the goods with a tolerance of plus/minus 10% on quantities ordered, colours, imprinting, etc., also when work drawings have been made available by the other party cq a prototype has been made in accordance with the agreement. Such prototype shall be deemed to be approved in the event that the other party has not responded in writing, within 8 days following the delivery of the model.

Article 12. Applicable law and choice of forum

1. All our agreements shall be governed by the law of the Netherlands.

2. Any disputes, including situations in which a dispute has arisen according to only one of the contracting parties, shall be settled by the competent judge of the District Court at North-Netherlands, with the exception of any disputes within the jurisdiction of the subdistrict court judge; the relevant regulations pertaining to competence shall be applicable to these last mentioned disputes.

3. In the event that the other party is a consumer, he shall have the right to opt for settlement of the dispute by the legally competent civil court judge for a period of one month following our reliance on this provision.

Article 13. Amendment of the Terms and Conditions

1. We reserve the right, insofar this is legally allowed, to amend our Terms and Conditions. Any amended Terms and Conditions shall become applicable between us and the other party fourteen days after the other party has been notified thereof, provided the other party has not made any objections to such amendments. In the event that the other party has not objected against the amendments or in the event of cancellation during the aforementioned term, the amended Terms and Conditions shall be deemed to be approved by the other party.

2. In the event of any protest against the amended Terms and Conditions, the other party shall have the right to cancel any orders that have not yet been executed within the aforementioned term of fourteen days, unless we declare – within fourteen days following the receipt of such protest – that we are prepared to carry out orders as mentioned, on the basis of the previously applicable Terms and Conditions.

3. In the event that the other party may exercise the above mentioned right to cancel, we shall not be obliged to pay any damages. The other party shall solely be obliged to pay for the goods, work and services that have already been delivered.

(Download the Terms and Conditions as a PDF document.)