

**General Conditions of Sale and Delivery  
of Nieuwegeinse Plastic Industrie B.V. in Nieuwegein, the Netherlands,  
filed with the Chamber of Commerce under number 30188807.**

**Article 1. Applicability**

- 1.1 These General Conditions apply to all offers and all agreements between Nieuwegeinse Plastic Industrie B.V. ("**NPI**") and a buyer to which NPI has declared these General Conditions applicable, except insofar as the parties make agreements in writing that differ from these General Conditions. Unless otherwise agreed in writing, NPI does not accept any general conditions of the buyer.
- 1.2 Agreements made between the parties that differ from these General Conditions do not give rise to any rights for the buyer regarding future agreements with NPI.
- 1.3 NPI is bound by an agreement only if it is governed by these General Conditions. NPI expressly rejects any other general conditions or conditions of purchase. Delivery of products by NPI does not imply that NPI accepts the applicability of any conditions other than its own.
- 1.4 In the event of inconsistency between a provision of an agreement and a provision of these General Conditions, the provision of the agreement prevails.

**Article 2. Offers; orders; conclusion of agreements**

- 2.1 All offers made by NPI are without obligation; they are valid for a period of 30 days, unless otherwise stated.
- 2.2 Prices are exclusive of VAT, unless otherwise stated.
- 2.3 NPI is bound by an order placed by a buyer only if and when NPI confirms the order in writing. This is an agreement regarding the burden of proof.
- 2.4 Undertakings given by and agreements made with employees of NPI, if and insofar as they are not authorised to represent NPI, are binding on NPI only if and insofar as they are confirmed in writing by NPI.
- 2.5 The contents of NPI's website, leaflets, catalogues and other documentation, such as prices, measurements, colours, assembly instructions and other specifications, are subject to change and do not bind NPI, unless express reference is made to those contents in the agreement. Each new quotation of NPI renders the previous one null and void.
- 2.6 If an agreement is entered into by EDI (Electronic Data Interchange) or by fax, the EDI and the fax messages are put on a par with written documents. The buyer consents to digital communication between NPI and the buyer and third parties.
- 2.7 If the buyer does not accept an offer made by NPI, it must immediately return the offer and all related documentation to NPI.
- 2.8 NPI is not required to put a product into production if the buyer has not yet approved the test series provided by NPI and has notified NPI accordingly in writing, or if NPI has not yet confirmed that approval in writing. The buyer is required to purchase the product manufactured also if NPI puts that product into production before the buyer gives its approval.

**Article 3. Delivery; delivery period; delivery in instalments; returns**

- 3.1 All goods are delivered carriage paid (CIF) throughout the Netherlands (islands excepted), provided that the gross invoice amount, excluding VAT, exceeds the minimum gross carriage-paid order amount, excluding VAT, stated by NPI in its applicable price list. Carriage costs are charged for orders below that gross carriage-paid order amount, excluding VAT. All deliveries are made in the packaging quantity stated; a surcharge applies if other agreements are made. A surcharge is also payable by the buyer to NPI if goods are delivered to an address other than the regular delivery address. If one of the Incoterms is agreed as a delivery condition, the agreement is governed by the Incoterms that applied on the date on which the agreement was entered into.
- 3.2 Unless otherwise agreed in writing:
  - the goods purchased are transported at the buyer's risk and the buyer must take out adequate insurance;
  - NPI determines the manner of transport of the goods purchased; and
  - the risk in the goods purchased passes to the buyer on delivery.

- 3.3 NPI may notify the buyer of instructions, standards and authorisation provisions regarding the storage, processing, treatment, use or application of the purchased goods, which the buyer must observe and of which it must notify its customers. The buyer warrants that the agreed place of delivery can be reached and accessed by vehicles of up to 40 tonnes and that a reliable forklift truck is present at the place of delivery that is suitable for unloading the goods purchased. The buyer is responsible and liable for those aspects.
- 3.4 The buyer must take delivery of the goods purchased the moment they are made available to it or are delivered in accordance with the agreement. If the buyer refuses to take delivery or fails to provide information or instructions required for delivery, the buyer is in default without notice of default being required and the goods will be stored at the buyer's risk. All the additional costs, in any event including the storage costs, are then payable by the buyer.
- 3.5 An agreed delivery period is not a strict deadline, unless otherwise expressly agreed in writing. The buyer must therefore give NPI written notice of default in the event of late delivery.
- 3.6 The delivery period does not commence until the buyer provides NPI with all the information that NPI requires or of which the buyer should reasonably understand that NPI requires that information to perform the agreement.
- 3.7 If due to changes in the order placed with NPI more time is required to perform the agreement, the delivery period is extended by that extra time required.
- 3.8 The delivery period is based on the assumption that NPI is able to perform the work related to the delivery in the manner foreseen when the agreement was entered into and that the materials required to perform the agreement are delivered to NPI in a timely manner.
- 3.9 NPI may deliver goods in instalments. If the goods are delivered in instalments, NPI may invoice each instalment separately. This does not apply if an instalment has no independent value.
- 3.10 If the buyer is to blame for the return of goods, credit will be given for those goods minus 15% of their value and minus the freight costs, if any. This applies only if all the goods are undamaged and if the goods returned are goods from NPI's regular stocks. Goods may be returned up to 30 days after delivery, unless otherwise agreed.

#### **Article 4. Requirements and standards in the country of destination**

The buyer must ascertain that the goods purchased and the packaging, labelling and other information in question meet all the standards and requirements that apply in the country of destination. The use made of the goods purchased and their compliance with the standards and requirements that apply in the country of destination are at the buyer's risk.

#### **Article 5. Samples; designs; specimens**

A design, sample or specimen shown or provided by NPI is shown or provided for information purposes only. The properties of the goods to be delivered may differ from those of the sample, design or specimen, unless NPI expressly states that the goods to be delivered will be in conformity with a sample, design or specimen shown or provided.

#### **Article 6. Termination of the agreement**

- 6.1 All amounts payable to NPI by the buyer fall due immediately in the following cases, among others:
- if circumstances come to NPI's attention after the agreement is entered into that are valid reason for NPI to fear that the buyer will fail to perform its obligations;
  - if the buyer is put into liquidation, declared insolvent or granted a suspension of payment;
  - if NPI requests the buyer to provide security for the performance of its obligations and that security is not provided or is inadequate; or
  - if the buyer is otherwise in default and fails to perform its obligations under the agreement.
- In the aforesaid cases NPI may suspend the performance of further performance of the agreement and may dissolve (*ontbinden*) all or part of the agreement, in which case the buyer is required to reimburse the loss consequently incurred by NPI, without prejudice to NPI's other rights.
- 6.2 If circumstances occur regarding persons or materials used or customarily used by NPI in the performance of the agreement of such a nature that performance of the agreement becomes

impossible or so onerous or disproportionately costly that NPI can no longer reasonably be required to perform the agreement, NPI may dissolve (*ontbinden*) all or part of the agreement.

#### **Article 7. Moulds**

- 7.1 If NPI must arrange for the production of a mould, die, auxiliary tool, etc., it will not commence the production until the buyer pays the agreed contribution to the production costs. NPI will not commence alterations, improvements or repairs of a mould, auxiliary tool, etc., until the costs (or, if necessary, the estimated costs) due have been paid. If no price has been agreed on, an advance on the costs to be a reasonably agreed on is payable by the buyer to NPI at the latter's first request.
- 7.2 Moulds, auxiliary tools, etc., produced by NPI or produced in whole or in part on the basis of instructions given by NPI are and remain NPI's property. The contribution to the production costs paid by the buyer must be regarded as part of the total costs. NPI will store the moulds, auxiliary tools, etc. if they are not being used for production purposes. If they have not been used after a period of three years, NPI may destroy them without any compensation being payable to the buyer and without prejudice to NPI's right to charge the costs involved in their destruction to the buyer.

#### **Article 8. Work; advice**

- 8.1 NPI will provide advice, calculations, drawings and other information to the best of its ability and in accordance with professional standards, but does not warrant that they will achieve the proposed results. The advice, calculations, drawings and other information provided by NPI (e.g. regarding quality, capacity or results) are therefore provided without obligation and as information by which NPI is not bound.
- 8.2 The buyer will treat all the advice, calculations, drawings, offers and other information provided by NPI as strictly confidential and may use them only for the purpose for which they are intended. Without NPI's prior written consent, the buyer may therefore not multiply the aforesaid information, make it public or disclose it, or make it available to a third party in any other manner.
- 8.3 NPI is not liable for any direct or indirect loss, in any form or on any ground, except in the event of intent or gross negligence on the part of NPI or its managing employees regarding the provision of advice or information referred to in Article 8.1. The buyer indemnifies NPI against any third-party claims in that regard. If reliance on this provision is not accepted in court, the limitation of liability in Article 19 of these General Conditions in any event applies.

#### **Article 9. Resources and documents**

- 9.1 Resources and documents made available by NPI to the buyer, including reports, advice, designs, sketches, drawings, software, displays, promotional material, estimates, specifications, designs, moulds and tools, remain NPI's property at all times.
- 9.2 The buyer is required with regard to the resources and documents made available to it as referred to in Article 9.1, at its expense:
- a. to mark them as recognisably property of NPI;
  - b. to keep them in a good state of repair;
  - c. to insure them against all risks during the period in which they are in its possession; and
  - d. to return them to and make them available to NPI at its first request.
- 9.3 Without NPI's prior written consent, the Buyer may not use the resources and documents referred to in Article 9.1 in any manner other than for the purposes of the agreement and may not multiply, copy or encumber them, disclose them or make them available to a third party, otherwise use them for or allow them to be used for the benefit of a third party, or hand them over to a third party.

#### **Article 10. Software**

- 10.1 If NPI makes software available to the buyer, NPI thereby grants the buyer a non-exclusive right to use that software. The buyer must at all times strictly comply with the terms of use agreed on with NPI. The buyer's right of use exclusively comprises the right to load and run the software.
- 10.2 The buyer may use the software only within its own business or organisation and only on the processing unit or for the specific number or type of users or connections for which the right of use

- was granted. The right of use may apply to more than one processing unit or user only if so agreed in writing with NPI.
- 10.3 The right of use of the software may not be transferred. The buyer therefore may not sell, rent out, multiply, sublicense, dispose of or encumber the software or the carriers on which it is recorded, and may not make them available to a third party for any purpose. The same applies if the third party in question uses the software only for the buyer's benefit.
- 10.4 The buyer may not alter the software, otherwise than to repair errors, and may not use it to process data for the benefit of third parties. The source code of the software and the technical documentation produced during the development of the software will not be made available to the buyer and may not be used by the buyer.
- 10.5 On termination of the right of use of the software, the buyer must immediately return all copies of the software in its possession to NPI at the buyer's expense.
- 10.6 If and insofar as NPI makes software of third parties available to the buyer, those third parties' conditions regarding the software will apply in addition to these General Conditions. These General Conditions prevail in the event of inconsistencies. The buyer accepts the applicability of the aforesaid third-party conditions.
- 10.7 NPI may take technical measures to protect the software. If NPI has protected the software using technical means, the buyer may not remove, bypass or disable that protection.
- 10.8 NPI is not liable for any loss arising from or related to the use of the software or for any lost or damaged data, except in the event of intent or gross negligence on the part of NPI or its managing employees.
- 10.9 The buyer warrants that no third-party rights oppose the provision of hardware, software or materials to NPI to be used or processed by it, and indemnifies NPI against any third-party claims in that regard.

#### **Article 11. Tolerance**

- 11.1 NPI may overdeliver or underdeliver a maximum of 10% in the case of profiles available from stock and a maximum of 20% in the case of special profiles. The buyer is required to pay the price of the number of profiles actually delivered.
- 11.2 Unless otherwise stated, NPI's profiles are produced on the basis of DIN measure 169412 2a. Minor differences in shape, weight and colour, if any, do not give the buyer the right to refuse to take delivery.

#### **Article 12. Retention of title**

- 12.1 NPI remains the owner of all goods that it delivers to the buyer under any agreement until the buyer performs all its obligations in exchange for those goods. If NPI provides or is required to provide services under the agreement, the goods referred to in the preceding sentence remain NPI's property until the buyer also pays NPI all the amounts due in exchange for those services. The retention of title also applies to any claim that NPI has against the buyer on the grounds of breach of such an agreement by the buyer.
- 12.2 If the laws of the country of destination of the goods purchased offer more possibilities of retention of title than those set out in Article 12.1 above, those additional possibilities are deemed to have been agreed on between the parties for the benefit of NPI, on the understanding that the provisions of Article 12.1 remains in force if it cannot be objectively established to what additional possibilities this provision relates.
- 12.3 Goods delivered by NPI that come under the retention of title may be resold only in the normal course of business. If the buyer is declared bankrupt or is granted a suspension of payment, those goods may not be resold also in the normal course of business. The buyer furthermore may not pledge the goods or encumber them with any other right.
- 12.4 At NPI's first request, the buyer will create an (undisclosed) pledge on goods delivered that have become the buyer's property by payment being made and that are still in the buyer's possession, as additional security for any claims that NPI may have against the buyer on any ground. The right recorded in this paragraph also applies to goods delivered by NPI that have been processed or treated by or by order of the buyer, as a result of which NPI has lost its retention of title.
- 12.5 If the buyer fails to perform its obligations or if NPI has valid reason to fear that it will fail to do so, NPI may take back goods delivered under retention of title from the buyer or from a third party that holds

- those goods for the buyer. The buyer must provide its full cooperation, subject to a penalty of 10% per day of the amount payable by the buyer, without prejudice to NPI's right to demand performance of that obligation, to claim damages or to dissolve (*ontbinden*) the agreement.
- 12.6 If a third party wishes to create or exercise any right in respect of the goods delivered under retention of title, the buyer must notify NPI accordingly as soon as possible.
- 12.7 Payment by a third party of the amount payable to NPI by the buyer does not fulfil the condition precedent of payment regarding the retention of title. NPI therefore retains title to the goods in that case.
- 12.8 The Buyer undertakes to mark the goods delivered under retention of title as NPI's property, to take out and maintain insurance to cover the risk of fire, explosion, water damage and theft, and to present proof of payment of the insurance premiums to NPI at its first request.
- 12.9 At NPI's first request, the Buyer undertakes:
- to pledge to NPI all rights of the buyer in relation to the insurers regarding goods delivered under retention of title, in the manner described in Article 3:239 of the Dutch Civil Code;
  - to pledge to NPI the claims that the Buyer acquires in relation to its customers on the resale of goods delivered by NPI under retention of title, in the manner prescribed in Article 3:239 of the Dutch Civil Code; and
  - in other ways to cooperate in all reasonable measures that NPI wishes to take to protect its right of ownership of the goods and that do not unreasonably hinder the buyer's normal business operations.

#### **Article 13. Payment**

- 13.1 Unless otherwise agreed in writing, payment must be made within 30 days after the invoice date, in legal tender, at NPI's offices or by transferring the amount due to NPI's bank account. The buyer is in default if full payment is not made within 30 days after the invoice date; the statutory commercial interest is payable by the buyer to NPI from the moment the buyer is in default.
- 13.2 Payment must be made without any discount or set-off.
- 13.3 Every payment made by the buyer first serves as payment of all interest and costs due and then as payment of immediately payable invoices that have been outstanding the longest, also if the buyer states that the payment relates to a later invoice.
- 13.4 If the buyer fails to pay any amount payable to NPI, NPI may suspend the further performance of all current agreements between NPI and the buyer until that payment is made, and payment in cash for the further delivery may be claimed, also if the parties had agreed otherwise. This provision also applies if the buyer disputes the claim. The buyer may not suspend its payment obligation on the grounds of complaints.

#### **Article 14. Collection costs**

- 14.1 If NPI takes debt collection measures against a defaulting buyer, the collection costs, subject to a minimum of 10% of the outstanding amount, are payable by the buyer.
- 14.2 All court costs incurred by NPI in all instances, in any event including but not limited to court fees, legal fees and bailiff fees, are payable to NPI by the buyer, unless those costs are unreasonably high. This applies only if NPI and the buyer conduct legal proceedings in respect of an agreement that is governed by these General Conditions and a final court judgment is passed in which the court rules against or largely against the buyer.

#### **Article 15. Defects; complaints**

- 15.1 The Buyer must have the goods purchased inspected on delivery. The buyer must ascertain in that inspection whether the goods delivered are in conformity with the agreement, i.e. whether the right goods have been delivered, whether the goods delivered comply with the agreements made in terms of quantity (such as the number and quantity of the goods), whether the goods delivered meet the agreed quality requirements or, if no such requirements have been agreed, the requirements that must reasonably be met for normal use or for commercial purposes. Unless evidence to the contrary is provided, the quantities stated by NPI in the shipping documents, delivery notes, etc., are considered correct.

- 15.2 The buyer must report any visible defects or shortcomings to NPI within a period of 14 days. For the purposes of this paragraph, visible defects or shortcomings include defects and shortcomings that should reasonably have been discovered in the inspection referred to in the preceding paragraph.
- 15.3 The buyer must report any hidden defects to NPI in writing within 14 days after they are discovered or should reasonably have been discovered, but no later than one year after delivery.
- 15.4 If the buyer exceeds the aforesaid time limits, it forfeits all its rights.
- 15.5 The buyer must pay for and take delivery of goods purchased also if it complains in a timely manner.
- 15.6 Goods may be returned to NPI only with its prior written consent.
- 15.7 A report of defects and shortcomings must provide as detailed a description as possible of the defects and shortcomings in question, to allow NPI to respond adequately. The buyer must give NPI the opportunity to investigate the complaint(s), also by giving NPI access to the goods purchased.

#### **Article 16. Price changes**

NPI may change its prices, unless otherwise agreed. The buyer may dissolve (*ontbinden*) the agreement in question in writing in the case of a price increase of more than 10%. In that case it must do so immediately after being notified of the price increase. If a price increase is due to a statutory or other government measure, NPI may pass on the price increase to the buyer, even if a fixed price was agreed, without the buyer having the right to dissolve (*ontbinden*) the agreement.

#### **Article 17. Packaging**

- 17.1 NPI is not required to package the goods purchased. Insofar as the goods purchased are packaged, NPI may charge the packaging separately. NPI is not required to take back packaging, unless otherwise agreed in writing. The packaging and shipment of the goods purchased are at NPI's discretion.
- 17.2 NPI must make return packaging (packaging intended for repeated use, such as steel containers) that remains NPI's property available to NPI, empty, within fourteen days after delivery. If the buyer fails to perform its obligations regarding packaging, all the resulting costs are payable by the buyer, including but not limited to the costs resulting from late return of the packaging, the costs of replacement and the costs of repair or cleaning.

#### **Article 18. Warranty**

- 18.1 NPI warrants that the goods delivered by it are free of design defects, faulty materials and manufacturing defects at the time of delivery.
- 18.2 If the goods have demonstrable design defects, faulty materials or manufacturing defects within one year after delivery that are reported to NPI in writing within one year after delivery, the buyer is entitled (at NPI's option) to repair of the goods or to the delivery of replacement goods or of replacement parts for the goods delivered (at the same delivery address in the Netherlands), unless the defect is due to a design, instruction or request of the buyer. Goods replaced become NPI's property.
- 18.3 The warranty does not apply if the damage is due or partly due to:
- normal wear and tear;
  - incorrect treatment or incorrect use, including failure to comply with directions or instructions, use other than the normal foreseeable use, or improper storage or maintenance of the goods purchased;
  - work/assembly, installation or repairs by third parties or by the buyer without NPI's prior written consent;
  - goods made available to NPI by the buyer for processing or for the performance of an agreement, or used in consultation with the buyer;
  - processing by the buyer or a third party of the goods purchased, except in the case of a specific manner of processing expressly referred to by NPI in its documentation, leaflets, etc. that has been carried out correctly;
  - vandalism, weather influences or other external causes; and
  - complaints that are reported outside the warranty period set by NPI or a supplier of NPI.

- 18.4 The warranty is valid only if the buyer has performed all its obligations in relation to NPI or has provided adequate security for the performance of those obligations (for instance in the form of a bank guarantee).

#### **Article 19. Liability**

- 19.1 Only the warranty described in Article 18 (Warranty) of these General Conditions applies to defects of goods delivered.
- 19.2 All liability of NPI, regardless of the legal basis, is limited to the invoice amount of the goods in question of the shipment in question.
- 19.3 NPI is not liable for any consequential loss, such as loss of profit and other indirect loss, including but not limited to lost savings, loss caused by business interruption, possible liability of the buyer towards third parties, and the costs of taking back or replacing goods delivered.
- 19.4 All rights of action of the buyer in relation to NPI lapse one year after the buyer became aware of the right of action in question, unless the buyer institutes legal proceedings against NPI within that period.
- 19.5 The buyer indemnifies NPI against claims for damages of third parties related to goods delivered to the buyer by NPI or services provided to the buyer by NPI, if and insofar as NPI would not have been liable towards the third party in question under the agreement and these General Conditions if the third party in question itself had been the buyer.
- 19.6 The limitations of liability set out in these General Conditions also apply for the benefit of third parties engaged by NPI in the performance of the agreement.
- 19.7 NPI is not liable for loss of any nature resulting from its reliance on incorrect or incomplete information provided by the buyer. NPI is not required to check that the information provided by the buyer is correct or complete. The buyer indemnifies NPI against any third-party claims in that regard.
- 19.8 The information provided on NPI's websites is the only source of technical information on NPI's products. NPI reserves the right to change that information and is not required to inform the buyer of such changes. NPI is not liable for loss of any nature resulting from advice, recommendations, calculations or other statements regarding the goods delivered that are provided outside NPI's websites (by telephone or otherwise). The buyer must at all times check that information provided and goods delivered are suitable for the buyer's purposes.
- 19.9 The limitations of liability set out in these General Conditions do not apply if the loss is due to intent or gross negligence on the part of NPI or its managing employees.

#### **Article 20. Force majeure**

- 20.1 Force majeure means circumstances beyond NPI's control that prevent performance of the obligation. Those circumstances include (if and insofar as they make performance impossible or unreasonably difficult): strikes; a general shortage of raw materials and other goods or services required to provide the agreed performance; unforeseeable interruptions at suppliers or other third parties on which NPI is dependent; non-delivery, late delivery or improper delivery to NPI of a performance required to enable NPI itself to provide a performance; government measures, such as import and export restrictions that prevent NPI from performing its obligations in a timely or proper manner; excessive absence due to sickness; terrorist attacks; limited or suspended power supply by utility companies or other parties; fire; pandemic; business interruption due to frost or other weather influences; computer breakdowns; Internet interruptions; and general transport problems.
- 20.2 NPI may also rely on force majeure if the circumstance that prevents performance or further performance occurs after NPI should have performed its obligation.
- 20.3 NPI's delivery and other obligations are suspended for the duration of the event of force majeure. If the period during which NPI is unable to perform its obligations due to an event of force majeure lasts longer than three months, both parties may dissolve (*ontbinden*) the agreement without being liable for damages in that case.
- 20.4 If NPI has already partly performed its obligations or is able to perform its obligations only partly on the occurrence of the event of force majeure, it may separately invoice the goods already delivered or the part that it is able to deliver, in which case the buyer must pay that invoice as if it related to a separate agreement.

#### **Article 21. Confidentiality**

Subject to the statutory obligations that apply to them, both parties must keep secret all confidential information that they receive from each other or from another source under the agreement. Information is considered confidential if it is classified as such by the party providing the information or if the confidentiality is apparent from the nature of the information.

## **Article 22. Intellectual property rights**

- 22.1 Unless otherwise agreed in writing, the current and future intellectual property rights in all goods offered or delivered and in all goods (property and property rights) that are in any manner related to NPI's goods, services and operations (including but not limited to products, designs, semi-manufactured goods, packaging, labels, drawings, concepts, sketches, designs, patterns, moulds, machines, appliances, photographs, pictures, promotional materials, webpages, logos, domain names, trademarks, names, inventions, ideas, applications, procedures, software, production processes, data collections, knowhow, etc.) are vested in NPI.
- 22.2 Intellectual property rights include, without limitation, copyrights, database rights, drawing and design rights, trademark rights, patent rights, trade name rights, domain name rights, portrait rights, rights related to slavish imitation and other types of unlawful competition, rights related to business secrets and rights related to know-how, regardless of whether those rights are registered and including all applications for and entitlements to those rights and all resulting rights of action.
- 22.3 Insofar as the intellectual property rights referred to in Article 22.1 are not yet vested in NPI by operation of law but are vested in the buyer, the buyer transfers those current and future rights free of charge to NPI and warrants that it is authorised to do so. If that transfer is found to be unlawful, the buyer will transfer the intellectual property rights to NPI free of charge at NPI's first request. Insofar as the aforesaid intellectual property rights cannot be transferred to NPI or insofar as the law does not allow such transfer, the buyer grants NPI a free of charge, worldwide, perpetual, irrevocable, non-terminable and sublicensable right to use those intellectual property rights in the broadest possible sense, and NPI accepts that right. Insofar as permitted by law, the buyer waives any personality rights it may have regarding the intellectual property rights referred to in Article 22.1 (within the meaning of Article 25 of the *Auteurswet* (Dutch Copyright Act) or similar provisions of foreign law) or affirms that it will not rely on those rights.
- 22.4 The buyer will give NPI its full cooperation free of charge to help it acquire the intellectual property rights referred to in Article 22.1. The buyer itself may not enforce any intellectual property right as referred to in Article 22.1. The buyer may not infringe NPI's intellectual property rights. Without NPI's express prior written consent, the buyer may not file applications for or register the intellectual property rights referred to in Article 22.1.
- 22.5 If the buyer requests NPI to manufacture goods on the basis of drawings, designs, specifications, samples or pictures provided by the buyer or in accordance with other instructions given by the buyer, the buyer warrants that the manufacture or delivery of those goods does not infringe any third-party intellectual property rights. The buyer indemnifies NPI in this regard and holds it harmless from and against all loss and costs incurred by NPI as a result of a third party taking the position that the manufacture or delivery of the goods in question infringes intellectual property rights vested in that third party.
- 22.6 On request, the buyer will fully cooperate with NPI to help it enforce or protect the intellectual property rights referred to in Article 22.1 in relation to third parties or to help it defend itself against third-party claims as described in Article 22.5.
- 22.7 Insofar as the buyer has the right to use intellectual property rights of NPI on the grounds of a statutory rule or with NPI's consent, it will use those rights only during and for the purpose of resale of the goods delivered and in no event in a manner that might harm NPI, its reputation, the goods or the intellectual property rights in question.
- 22.8 At NPI's first request, the buyer will immediately cease the use of the intellectual property rights vested in NPI.

## **Article 23. Trademarks, tradenames, domain names and data**

- 23.1 Without NPI's express prior written consent, the buyer may not use data related to NPI or its goods, services, operations, etc. for publication purposes. Without NPI's express prior written consent, the

buyer may not register or arrange for the registration of a domain name, tradename or trademark and may not use or arrange for the use of a domain name, URL (Uniform Resource Locator), tradename or sign that includes or uses the name COLORPANEL, FLORENCE, a sign that is similar or identical to one of those names, or any other trademark, tradename or product name of NPI.

- 23.2 Registrations and applications, made with NPI's express prior written consent, regarding a domain name, tradename or trademark that contains or uses one of the names listed in Article 23.1, a sign that is similar or identical to one of those names, or any other trademark, tradename or product name of NPI must always be registered (only) in NPI's name.
- 23.3 If the buyer is the direct or indirect holder of, or is or becomes aware of, any domain name registration, tradename registration or trademark registration that is not in NPI's name or of any URL that contains or uses one of the names listed in Article 23.1, a sign that is similar or identical to one of those names, or any other trademark, tradename or product name of NPI, it must immediately notify NPI accordingly in writing and provide free of charge all the cooperation requested by NPI to ensure that the use in question is terminated immediately and that the registration in question is immediately (at NPI's option) either cancelled or transferred to NPI free of charge and registered in its name.

#### **Article 24. Change of address**

The buyer must immediately notify NPI in writing of any change of address. Goods delivered to the buyer's address most recently known to NPI are deemed to have been received by the buyer.

#### **Article 25. Dispute resolution**

Contrary to the statutory rules regarding the jurisdiction of the civil courts, all disputes between the buyer and NPI that fall within the jurisdiction of the courts will be settled in the first instance exclusively by the Court of Overijssel (Zwolle location). NPI may, however, at any time submit a dispute to the court that has jurisdiction under the law or under an applicable international convention.

#### **Article 26. Governing law**

- 26.1 All agreements between NPI and the buyer are governed by Dutch law.
- 26.2 All international conventions regarding the sale of goods whose application the parties may exclude are expressly excluded. In particular, the application of the United Nations Convention on the International Sale of Goods 1980 is expressly excluded.

#### **Article 27. Final provisions**

- 27.1 In the event of discrepancies between translations of these General Conditions and the Dutch version, the Dutch version of these General Conditions prevails.
- 27.2 If any provision of these General Conditions or of an agreement governed by these General Conditions is found to be void or voidable, the other provisions continue to apply in full. NPI and the buyer must then replace the void or voidable provisions with valid provisions that approximate the void or voidable provisions as closely as possible.
- 27.3 NPI may amend these General Conditions. Such amendments enter into force on the date stated for their entry into force. NPI will send the buyer a copy of the amended conditions in a timely manner. If no date is stated on which the amended conditions enter into force, amendments are effective in relation to the buyer as soon as the buyer is notified of the amendments.