

Beijer Automotive B.V.

# General conditions

June 6th 2017

## **General Conditions**

Beijer Automotive B.V. having its registered office and maintaining business premises at Ambachtstraat 22-a in (5481 SL) Schijndel, the Netherlands, hereafter referred to as "Beijer".

### **Article 1. Definitions**

In these general conditions from Beijer (General Conditions), the terms below will be defined as follows, unless the contrary is explicitly indicated:

Beijer: Beijer Automotive B.V. a private limited liability company, user of these General Conditions, the contractor, the seller;

The Other Party: a consumer or a non-consumer who or which has entered into an agreement with Beijer or has received an offer for that purpose, the client, the buyer;

Agreement: the arrangements concluded between Beijer and the Other Party (each a "Party" and together "Parties") concerning the services to be rendered or the products to be supplied.

### **Article 2. Applicability of these conditions**

1. These conditions will apply to every offer, quotation, price list, order confirmation, delivery and all agreements between Beijer and the Other Party to which Beijer has declared these conditions applicable, in so far as these conditions have not been expressly deviated from by the parties in writing.
2. The current conditions will also apply to all agreements with Beijer for the performance of which Beijer engages the services of third parties.
3. The applicability of general conditions or purchasing conditions of another party is hereby expressly excluded, unless the Parties have agreed otherwise in writing.
4. If one or more provisions in these General Conditions are void or are nullified, the remaining provisions will continue to apply in full.

### **Article 3. Quotations**

1. All our offers and quotations are free of obligation, unless a period for acceptance is stated in the offer or quotation.
2. The prices in the above offers and quotations will be in euros and exclusive of Dutch VAT and other government levies and duties, as well as exclusive of transport and removal costs, unless expressly stated otherwise.
3. If the quotation, price list, order confirmation or agreement between Beijer and another party contains an obvious slip of the pen or mistake of which the Other Party is aware, or the Other Party should have at least understood that such was involved, Beijer will not be bound to that error unless Beijer declares itself willing to deliver accordingly.
4. A composite quotation will not oblige Beijer to perform part of the arrangements included in the offer for a corresponding part of the stated price.
5. Offers or quotations will not automatically apply to subsequent or follow-up orders.

### **Article 4. Agreements**

1. Agreements to which Beijer is party will be considered to have been concluded only:
  - a) after an agreement drafted for that purpose has been signed by both Parties; or
  - b) following receipt and approval of the written acceptance by the Other Party of an offer made by Beijer;
  - c) in the absence thereof, by delivery to and acceptance of the goods by another party, or by the commencement of the work.
2. In the case of an oral agreement, the invoice will be considered to contain a correct and complete representation of the Agreement, unless a complaint is lodged within 14 days of the invoice date.
3. If a natural person concludes an agreement on behalf of or for the account of another natural person, he/she will declare by signing the Agreement that he/she is authorized to do so. This person, in addition to the other natural person, will be jointly and severally liable for all obligations arising from the Agreement.
4. If the acceptance deviates from the offer, Beijer will not be bound to that acceptance. The Agreement between the Parties will not be concluded in accordance with the deviating acceptance, unless Beijer has expressly stated in writing that it accepts the deviation.
5. Beijer will be entitled to refuse all or part of an order without stating the reasons.

### **Article 5. Amendment of the Agreement**

1. If during the performance of the Agreement it proves necessary to amend or supplement the work to be performed in order to ensure proper performance of the Agreement, the Parties will amend the Agreement accordingly in mutual consultation and in good time.
2. If the Parties agree that the Agreement will be amended or supplemented, this may affect the completion time with respect to the Agreement's performance. Beijer will inform the Other Party of such as soon as possible.
3. If the amendment of or supplement to the Agreement has financial and/or qualitative consequences, Beijer will inform the Other Party of such in advance.
4. If a fixed price has been agreed, Beijer will indicate the extent to which the amendment or supplement to the Agreement will result in the price being exceeded.
5. If, between the time of the conclusion of the Agreement and performance or delivery, unforeseen price increases have occurred with respect to, for instance, exchange rates, wages, storage costs, raw materials, material, transport charges and/or other levies and premiums, Beijer will be entitled to pass price increases onto the Other Party.

6. If, in the case of delivery to a consumer, a price increase occurs in the period following the conclusion of the Agreement up to the time of invoicing or payment and this period is shorter than three months, the consumer may dissolve the Agreement irrespective of the percentage of the increase.

7. If, in the case of delivery to a consumer, a price increase occurs in the period following the conclusion of the Agreement up to the time of invoicing or payment and this period is longer than three months, the consumer may dissolve the Agreement if the price increase is more than 5% on top of the original price.

#### **Article 6. Samples, models and examples**

If Beijer has shown or provided a model, sample or example, such should be presumed to have been shown or provided as an indication only. The characteristics of the items to be delivered may deviate from the sample, model or example, unless it has been expressly agreed in writing that the delivery will correspond to the issued sample, model or example. If the items delivered deviate from a model, sample or example or from items delivered by Beijer at an earlier stage, such will not entitle the Other Party to refuse the items, to dissolve the Agreement or instruct others to do so and/or to claim compensation from Beijer.

#### **Article 7. Performance of the Agreement**

1. If and in so far as necessary for a satisfactory performance of the Agreement, Beijer will be entitled at all times to have work performed by third parties.

2. The Agreement will be performed in consultation between Beijer and the Other Party. However, the way in which the Agreement is performed will be determined by Beijer.

3. Beijer will perform the Agreement to the best of its ability. However, it can never be obliged to perform an agreement that violates a right, is contrary to a statutory obligation or that which befits generally accepted standards according to unwritten law.

4. Beijer reserves the right to make minor changes to the Agreement (as stated in the quotation or offer) without such resulting in it having to pay damages and/or without such resulting in the Other Party being entitled to cancel the Agreement or have it dissolved.

5. If the Other Party has reserved the right to supply certain materials, components and/or to perform certain parts of the work, the Other Party will be liable for any non-timely supply or performance thereof.

6. If the commencement or the progress of the work is delayed due to factors for which the Other Party is responsible, Beijer must be compensated by the Other Party for any damage and costs ensuing from the delay.

7. Beijer uses computers and/or software and/or the Internet for the logistical finalization of orders. Beijer may never be held liable for the non-functioning of these technical aids, except for gross negligence or a deliberate act or omission on the part of Beijer.

8. Beijer will not be liable with respect to the Other Party if the Other Party has provided Beijer with inaccurate and/or incomplete data and/or information, unless Beijer should have been aware of the inaccuracy or incompleteness of that data and/or information.

9. For damage resulting from any advice offered, Beijer will be liable only within the limits of what is stipulated in these conditions under "Liability".

10. The Agreement will be performed at the expense and risk of the Other Party. The Other Party must ensure that everything is carried out as it should be. If Beijer has not received any comments or instructions from the Other Party during the performance, it may assume that the Agreement has been performed in a sound manner.

11. The Other Party will indemnify Beijer for any claims of third parties that suffer damage relating to the performance of the Agreement and which is attributable to the Other Party.

#### **Article 8. In-car instruction**

1. The provisions of this article relate solely to the In-car instruction offered by Beijer and serve to supplement the other provisions in these conditions.

2. The vehicle information is intended solely for persons with technical knowledge of cars and its use is entirely at the risk of the Other Party.

3. The instructions merely indicate for all standard European left-hand drive cars where signals can be found in the car in question. When connecting equipment or systems in the car, the Other Party must adhere to the guidelines of the car manufacturer in question.

4. Beijer will not be liable for any damage and/or consequential loss that may result from inaccuracies in the In-car instructions or from changes introduced by the car manufacturer.

5. Beijer will not be liable for any damage and/or consequential loss that may result from inaccurate information and/or Beijer.

6. The In-car instructions are registered and protected by means of copyright. Beijer only grants a personal right of use to the Other Party. Nothing from the database of Beijer or any associated additions may be reproduced and/or made public by means of printing, photocopying, photo, e-mail, Internet, microfilm or in any other way, without the prior written permission of Beijer. Beijer may report any illegal use or misuse.

7. Beijer reserves the right to refuse or deny the Other Party access to information on its website without stating the reasons. Subscriptions should be terminated in writing or by e-mail no later than three months before the expiry of a subscription period.

### **Article 9. Technical requirements, etc.**

1. If the items to be delivered within the Netherlands must be used abroad, Beijer will not be responsible for ensuring that the items comply with the technical requirements, standards and/or instructions imposed by law or in stipulations in the country where the items have to be used. This will not apply if, when the Agreement is concluded, the use abroad is stated and all required data and specifications are submitted and if the Other Party is a consumer who expressly stated the use abroad in writing when the sale was concluded.
2. All other technical requirements imposed by the Other Party on the items to be delivered and which deviate from the standard applicable requirements must be expressly stated by the Other Party when the Agreement is concluded.

### **Article 10. Delivery**

1. Unless agreed otherwise, delivery will be made ex-works or ex-warehouse of Beijer in Schijndel. If one of the Incoterms has been agreed as a delivery condition, the Incoterms will apply that are valid at the time the Agreement is concluded.
2. The Other Party will be obliged to take possession of the purchased items at the time of delivery or the time at which the items are made available to the Other Party in accordance with the Agreement. The products delivered will be for the expense and risk of the Other Party from the time of delivery.
3. If the Other Party refuses to take possession or fails to provide information or instructions that are necessary for the delivery, the products will be stored at the expense and risk of the Other Party. In that case, the Other Party will owe all additional costs, including, in any event, storage costs.
4. If Beijer has stated a delivery period, this period will be indicative only. A stated delivery time will never be a deadline. If a stated delivery period is exceeded, the Other Party should provide Beijer with a written notice of default and grant Beijer a reasonable period to deliver as yet.
5. If Beijer requires data from the Other Party in the context of the performance of the Agreement, a stated delivery period will not commence until all required data have been received by Beijer.
6. Beijer will be entitled to deliver the items in parts in so far as an independent value can be attached to those partial-deliveries. In the case of partial-deliveries, Beijer will be entitled to invoice each part separately.

### **Article 11. Faults; complaint periods**

1. The Other Party should examine or have others examine the purchased products upon delivery or at least within 24 hours. In so doing, the Other Party must check whether the items delivered correspond to the Agreement, namely:
  - whether the correct products have been delivered;
  - whether the products delivered correspond to what was agreed between the Parties as regards quantity (e.g. the amount and the number);
  - whether the delivered products meet the agreed quality requirements or – if these are not available – the requirements that may be made for normal use and/or commercial purposes.
2. If visible defects or shortfalls are discovered, the Other Party must report such to Beijer within three days of delivery. This report must contain a detailed description of the defect discovered.
3. Invisible defects must be reported in writing to Beijer within three days of discovery, but no later than three months following delivery. This report must contain a detailed description of the defect discovered.
4. Even if the Other Party complains on time, its obligation to pay for and take possession of orders placed will continue to apply.
5. The products about which the Other Party has complained must remain with the Other Party and the Other Party must provide Beijer with the opportunity to examine the items.
6. If complaints are submitted on time and Beijer finds such complaints to be valid, Beijer will correct or repair the defects, at its discretion, within a reasonable period of time.
7. If delivery as yet, repair or specific performance of the agreed work is demonstrably no longer possible or meaningful, Beijer will be liable only within the limits of what is stipulated below under "Guarantee" and "Liability".
8. If no timely complaint is submitted or if the Other Party has started using the items constructed, performed, built or delivered by Beijer, the work will be considered to have been completed satisfactorily.
9. Complaints regarding invoices must likewise be submitted in writing and within 14 days of the date of the invoice date.
10. Following the expiry of the periods referred to above, the Other Party will be considered to have approved the performance or the invoice, respectively.

### **Article 12. Guarantee**

1. Beijer guarantees that the new products supplied will be free of design, material and manufacturing defects for a period of three months following delivery, unless agreed otherwise in writing. The guarantee will not apply to second-hand or used goods.
2. This guarantee will terminate a) if the products delivered are resold, unless the Parties have expressly agreed otherwise, b) in the case of treatments, changes, fusion, alteration or repair of or to the delivered items by the Other Party and/or a third party, and c) if the delivered items are used and/or maintained contrary to the user manual and/or instructions provided by Beijer.
3. If the product has a design, material or manufacturing defect, the Other Party will be entitled to the repair of the product. Beijer may also opt to replace the product. The Other Party will be entitled to replacement only if it is not possible to repair the product. Beijer will assess whether repair is possible. Beijer may never be held liable for any costs of replacement.

4. The guarantee will not apply if the damage is the result of incorrect handling or failing to follow the instructions properly. Beijer will assess whether the items have been incorrectly handled.
5. If the guarantee relates to a product that has been produced by a third party, the guarantee will be limited to the guarantee provided for that product by the manufacturer in question.
6. The Other Party should keep the products eligible for guarantee at Beijer's disposal, so that Beijer can investigate the validity of the complaint and the guarantee claim.
7. The Other Party may also invoke against Beijer any guarantee certificate provided when the product was delivered, assuming that the Other Party completed the certificate correctly, returned a copy thereof to Beijer in good time and accepts the further conditions of this guarantee certificate.
8. The Other Party should demonstrate that the product has a defect within the guarantee period for which this guarantee applies. The guarantee will lapse if the type or serial number of a product has been removed or changed.
9. If the Other Party is a consumer and the guarantee referred to in this article applies and the delivered products have a defect, Beijer will be obliged to repair the products within 30 days of the Other Party reporting the defect clearly to Beijer in writing. In this case, all products eligible for guarantee should be presented to Beijer for repair and Beijer may opt to replace the products.
10. If the Other Party is a consumer, the Other Party may only claim replacement of the products or dissolution of the purchase agreement during the guarantee period:
  - if Beijer has twice tried in vain to repair the same defect and this defect is sufficiently serious to justify replacement or dissolution;
  - if the Other Party demonstrates that the product has or has had so many defects that it does not comply with the Agreement and that these defects justify replacement or dissolution.
11. As long as the Other Party fails to perform its obligations ensuing from the Agreements concluded between the Parties, it cannot invoke this guarantee provision.

### **Article 13. Dissolution of the Agreement**

1. An agreement between Beijer and another party may be dissolved by Beijer with immediate effect – without judicial intervention or notice of default being required – in the following cases:
  - if, following the conclusion of the Agreement, Beijer learns of circumstances that provide reasonable grounds for fearing that the Other Party will not fulfil its obligations;
  - if Beijer asked the Other Party to provide security for the fulfilment of its obligations when the Agreement was concluded, and this security is not forthcoming or is insufficient despite a demand;
  - if the Other Party fails to perform the obligations arising from the Agreement or fails to perform them in time or in full;
  - if the Other Party is liquidated, is declared bankrupt or files for bankruptcy, or if its enterprise is transferred or discontinued, attachment is levied against it or it is granted a suspension of payments – provisional or otherwise – and if the Other Party is a natural person and is admitted to statutory composition, is placed under guardianship or dies.
2. In the above cases, Beijer will be entitled to suspend further performance of the Agreement or to initiate dissolution of the Agreement, all this without prejudice to Beijer's right to claim damages.
3. Without prejudice to any further rights accruing to Beijer and other provisions elsewhere in the conditions and without prejudice to Beijer's right to damages, the Other Party may dissolve the Agreement:
  - if the Other Party is granted a suspension of payments and/or if the Other Party is declared bankrupt;
  - if the Dutch Debt Management (Natural Persons) Act [Wet Schuldsanering Natuurlijke Personen (WSNP)] is declared applicable to the Other Party;
  - if the Other Party loses all or part of his/her/its ability to freely dispose of his/her/its assets or income.
4. If the Agreement is dissolved, Beijer's claims against the Other Party will be exigible forthwith. If Beijer suspends performance of its obligations, it will retain its rights and claims pursuant to the law and the Agreement.
5. Beijer will retain the right to claim damages at all times.

### **Article 14. Retention of title**

1. All items delivered by Beijer will remain the property of Beijer until the Other Party has fulfilled all the obligations arising from the Agreement concluded with Beijer.
2. Items delivered by Beijer that are subject to retention of title by virtue of paragraph 1, may only be resold in the context of normal business operations and may never be used as a means of payment.
3. The Other Party will not be entitled to pledge, to lease or encumber in any other way the items covered by the retention of title.
4. In all cases in which Beijer wishes to exercise its proprietary rights, the Other Party hereby grants its unconditional and irrevocable permission to Beijer to enter all those places where Beijer's items are located and to recover those items.
5. If third parties levy an attachment on the delivered items covered by the retention of title or wish to create or enforce rights thereon, the Other Party will be obliged to inform Beijer thereof as soon as possible and to inform the third party of the fact that Beijer retains title to the items in question.
6. The Other Party undertakes to insure and keep insured the items supplied under retention of title against fire, explosion and water damage and against theft, and to allow inspection of this insurance policy on first request.

### **Article 15. Payment**

1. Payment must be made within 30 days of the invoice date in a manner to be designated Beijer in the currency in which the invoice is drawn up. If the Other Party is a consumer, the payment must be made in net cash, unless agreed

otherwise in writing; the payment period may in this case never exceed the period of 30 days. It will be open to Beijer to send invoices by regular mail and/or by e-mail to the Other Party.

2. After 30 days following the invoice date, the Other Party will be in default by operation of law without any notice of default being required, and the Other Party will owe interest from that time on the exigible amount of 1% a month, unless the statutory interest is higher, in which case the statutory interest will apply.

3. Payment must be effected without any discount or set-off or any other compensation.

4. The payments made by the Other Party will be used first to reduce any interest and costs due and then to settle the longest outstanding invoices payable, even if the Other Party states that the payment relates to a more recent invoice.

5. If the Other Party fails to fulfil its obligations arising from the Agreement or if Beijer has good reasons for fearing that the Other Party will not fulfil those obligations, Beijer will be entitled to suspend its corresponding obligations, as well as the obligations arising from the same legal relationship or from business transactions that the Parties have regularly conducted with one another, without prejudice to Beijer's rights pursuant to law or the conditions. Beijer will also have the right to suspend its obligations arising from other agreements with the Other Party until the Other Party has met all its obligations with respect to Beijer. The agreed price will be exigible forthwith, after deduction of instalments already paid and the costs saved by Beijer as a result of the suspension. Beijer will also be entitled to have the items reserved and held by Beijer for the performance of the Agreement stored at the expense and risk of the Other Party.

6. Beijer will have the right to stipulate that the Other Party pays an advance before the items are delivered. The level of this advance will be determined by Beijer in all reasonableness and will amount – if the Other Party is a consumer – to no more than 50% of the agreed price.

7. Beijer will be entitled at all times, even if an order has already commenced, to request security from the Other Party prior to delivery for its payment obligations. A refusal by the Other Party to provide such security will entitle Beijer to dissolve the Agreement, without prejudice to Beijer's right to demand full compensation.

#### **Article 16. Late payment surcharge**

Beijer will be entitled to charge the Other Party a 2% late payment surcharge, which will not be payable if payment is effected within eight days of the invoice date.

#### **Article 17. Collection costs**

1. If the Other Party is in omission or default in fulfilling one or more of its obligations, all judicial and extrajudicial costs for obtaining settlement will be charged to the Other Party, with a minimum of € 225. In any event, the Other Party will owe Beijer:

for the first	€ 3,000	15%
for any excess up to	€ 6,000	10%
for any excess up to	€ 15,000	8%
for any excess up to	€ 60,000	5%
for any excess above	€ 60,000	3%

Amounts in euros or the corresponding value in other currencies.

2. If Beijer demonstrates that it has incurred higher costs which were reasonably necessary, these higher costs will also be eligible for reimbursement.

#### **Article 18. Packaging**

1. The Other Party will be obliged to return packaging within 14 days, empty, clean and in good condition. If the Other Party fails to meet its obligations relating to packaging, all resulting costs will be borne by the Other Party. Such costs will include the costs arising from late return and the costs of replacement, repair or cleaning.

2. If, following a demand, the Other Party fails to return packaging within the period stated in that demand, Beijer will be entitled to initiate replacement and to charge the costs to the Other Party, provided that Beijer has informed the Other Party of these steps in its demand.

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

1. Beijer's liability for all direct damage and costs which are caused by or directly related to a failure in the performance of the Agreement will be restricted at all times to the agreed net invoice amount that Beijer would have received in the case of a correct performance of the service and/or delivery of the product, or at least to no more than the amount that would be paid out by Beijer's insurer in such a case.

2. Beijer will not be liable for indirect damage and costs, including consequential damage, loss of turnover and/or loss of profit.

3. Beijer will not be liable for damage caused by its staff or by implementers, suppliers or third parties engaged by Beijer during the provision of services.

4. If and in so far as the Agreement is a continuing performance contract, the damages resulting from an attributable failure will in no event exceed the price (exclusive of turnover tax) stipulated in the case of the Agreement in question for the performances of Beijer in the three-month period prior to the attributable failure of Beijer.

5. Beijer will not be liable for damage caused by incorrect and/or incomplete information and/or data supplied by the Other Party and/or a third party engaged by the Other Party to Beijer and/or customers.

6. The Other Party will be obliged to indemnify or compensate Beijer for all compensation claims of third parties who suffer damage in connection with the performance of the Agreement and which damage is attributable to the Other Party.

7. Beijer will not be liable for the consequences of the failure of technical equipment, such as, but not limited to, computers and/or software and/or the Internet, which are used by Beijer and/or the Other Party in the performance of the Agreement.
8. Beijer will not be liable for any damage to items of third parties that are located on its business site, unless a deliberate act or omission or wilful recklessness on the part of Beijer is involved.
9. Beijer will never be liable for damage ensuing from any advice given. Advice will always be given on the basis of the facts and circumstances known to Beijer and in mutual consultations, in which respect Beijer will always use the Other Party's intention as a guideline and starting point.
10. Beijer will never be liable for damage ensuing from incorrect use of a product, from use that is not in accordance with the operating instructions or from use for a purpose other than that for which the item was intended.
11. In order to avoid incorrect and/or careless use of the products delivered, the Other Party will be obliged to use the products in accordance with the instructions and manuals provided by Beijer and in a careful and safe manner.
12. If and in so far as Beijer is obliged, pursuant to product liability as referred to in law, to pay damages that have come about or been caused by a defective product manufactured by Beijer or imported within the EU, Beijer will nevertheless not be obliged to compensate the damage if the Other Party has not observed the provisions of the previous paragraph.
13. Beijer will not be liable for any damage and/or consequential loss that may result from inaccuracies in the In-car instructions or from changes introduced by the car manufacturer.
14. Beijer will not be liable for damage that has resulted from the installation of its products by inadequately trained specialists with no proper knowledge of cars, as well as from product installation that fails to take account of the most recent quality requirements of the automotive industry and local applicable legislation.

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

1. The Parties will not be obliged to fulfil any obligation if they are prevented from doing so due to a circumstance which cannot be attributed to gross negligence or an intentional act or omission on the part of the party that is invoking such, nor be for their account by law, a juristic act or generally prevailing opinion.
2. In these General Conditions, the term 'force majeure' will be understood to mean – in addition to its definition in law and legal precedents – all external causes, foreseen or unforeseen, which Beijer cannot influence, but as a result of which Beijer is unable to perform its obligations, including strikes at Beijer's company, war, operational failure, lockouts, import, export or transit bans, problems with suppliers, a lack of energy, raw materials, auxiliary materials or packing materials.
3. The Parties may suspend the obligations ensuing from the Agreement during the period that the force majeure continues. If this period continues for more than two months, either party will be entitled to dissolve the Agreement without being obliged to pay the Other Party damages.
4. If Beijer has already fulfilled part of its obligations when the force majeure takes effect, or is only able to fulfil part of its obligations, it will be entitled to invoice the fulfilled part or the part that can still be fulfilled separately and the Other Party will be obliged to settle this invoice as if it related to a separate contract.

#### **Article 21. Intellectual property**

1. All existing and future copyrights, brands, company names, trade names and logos, database rights, patents, user models, registered and unregistered model rights, registered typographies; (ii) applications and filings for the above-mentioned rights and claims to the above-mentioned rights, (iii) other intellectual property rights and similar rights, and (iv) technical and commercial know-how and confidential information (both registered and unregistered) and other intellectual property rights pertaining to products and services provided by Beijer (the **Intellectual Property Rights**), which include improvements and derivatives of these Intellectual Property Rights, and in any case all Intellectual Property Rights in In-car Instructions provided by Beijer, software, firmware, binaries, brochures, catalogues, price-lists, documents and other (electronic) files will remain the property of Beijer or its licensors and nothing in the Agreement or these general terms and conditions will cause a transfer of these Intellectual Property Rights unless this has expressly been agreed upon in the Agreement with a reference to this Article. If the Other Party still acquires any Intellectual Property Rights in derogation of this Article, the Other Party shall at the first request of Beijer perform all acts required for the transfer of these Intellectual Property Rights to Beijer in the manner prescribed by law.
2. The Other Party shall do nothing and refrain from doing anything that might affect the validity or the scope of protection of the Intellectual Property Rights.
3. The Other Party is hereby granted the non-exclusive, non-transferable and royalty-free right to use the Intellectual Property Rights of Beijer or its licensors for the duration of the Agreement, insofar as required for the use of the products and services provided by Beijer in accordance with the Agreement or these general terms and conditions, and only for the intended purpose. The Intellectual Property Rights may not be reproduced or disclosed by the Other Party without the prior written approval of Beijer.
4. Nothing in the Agreement or in these general terms and conditions may be construed thus that, expressly, impliedly or otherwise, licence rights are granted to the Other Party relating to products and/or services provided by Beijer or Intellectual Property Rights, unless this has expressly been agreed upon in the Agreement or these general terms and conditions.
5. Beijer is at all times allowed to take (further) (technical) measures to protect or secure its products and services. The Other Party is not allowed to refuse, circumvent, reverse or otherwise avoid such measures. Also, the Other Party shall, insofar as permitted by law, not decompile, reverse-engineer or otherwise reconstruct any of the products and

services provided by Beijer, or make any attempt to reconstruct, identify or discover source codes, underlying ideas, techniques or algorithms.

6. If the Other Party receives knowledge of an infringement of the Intellectual Property it must immediately inform Beijer of this. The Other Party is not allowed to put up a defence on behalf of Beijer in respect of a claim for infringement, nor acknowledge any liability on behalf of Beijer or effect a settlement. If Beijer, in connection with this, takes action in any form, the Other Party has the obligation to give its full cooperation.

#### **Article 22. Privacy**

1. To be able to offer you certain services, Beijer may in some cases collect your personal data, such as your name, your email address and your (business) phone and/or fax number.
2. Beijer is the data controller in respect of these personal data and it processes the personal data solely with a view to being able to offer its services.
3. Beijer bases the processing of personal data on its justified interest, which is the interest in usual business operations.
4. Beijer will not provide your personal data to third parties, nor transfer them to countries outside the European Economic Area.
5. Beijer will retain your personal data only for as long as required to offer its services.
6. The Other Party has the right to inspect its personal data and also the right to correct, amend or remove its personal data. The Other Party also has the right to object to the processing of its personal data.

#### **Article 23. Confidentiality**

1. The Other Party will be obliged to observe secrecy with respect to all confidential information that it obtains in the context of the Agreement with Beijer or from any other source. All information will be considered confidential, unless Beijer informs the Other Party in writing that the information in question is not confidential.
2. If the provisions of paragraph 1 of this article are violated, the Other Party will owe Beijer an immediately payable and due fine not subject to discount or set-off of € 100,000, without prejudice to Beijer's right to claim full damages.

#### **Article 24. Disputes**

The court in the place where Beijer has its registered office will be exclusively competent to take cognisance of any disputes, unless the Sub-District Court is competent, in which case the statutory regulations regarding the competent court will be reverted to. Beijer will have the right at all times to summon the Other Party to appear before the competent court according to law.

#### **Article 25. Applicable law**

All agreements between Beijer and the Other Party will be governed by Dutch law. The Vienna Sales Convention and the Uniform Law on the International Sale of Goods, as well as the Uniform Law on the Formation of Contracts for the International Sale of Goods, will not apply and are hereby expressly excluded.

#### **Article 26. Translations of these conditions**

The Dutch-language version of these conditions is the only authentic version. If there is any discrepancy between the Dutch text and a translation, the Dutch text will prevail.

#### **Article 27. Amendment and location of the conditions**

These conditions have been filed at the office of the Chamber of Commerce and Industry in 's-Hertogenbosch, the Netherlands. Beijer will be entitled at all times to amend its applicable general conditions. In each case, the version which was filed most recently or the version that applied at the time of the Agreement's conclusion between the Parties will apply.