

GENERAL TERMS AND CONDITIONS
TRELLEBORG SEALING SOLUTIONS NETHERLANDS B.V.

General introductory provision

These General Terms and Conditions govern all agreements, offers etc. between Trelleborg Sealing Solutions Netherlands B.V. and its counterparty, in whatever form made or done (orally, by telephone, by mail, by fax, by e-mail, etc.), with the extension that these conditions also may be invoked to third parties.

Article 1 Applicability

1. These General Terms and Conditions use the following terms and definitions:
Supplier: the private limited liability company Trelleborg Sealing Solutions Netherlands B.V. with its principal place of business in Rotterdam;
Counterparty: the counterparty of the Supplier (e.g. purchaser, client etc.);
2. These General Terms and Conditions apply to all offers, acceptances, agreements and other acts, in any shape or form, entered into or done (orally, in writing, electronically), which relate to the provision of, inter alia, equipment, personnel, the sale of goods and/or the provision of services by the Supplier for the benefit of the Counterparty.
3. Deviations and/or additions to the General Terms and Conditions only apply if they have been agreed in writing between the Supplier and the Counterparty, and also only for the specific contract for which the different terms are created and shall only be considered an addition to the General Terms and Conditions of the Supplier. The applicability of any other terms and conditions or stipulations, including those used by the Counterparty, is expressly excluded, except to the extent that those General Terms and Conditions or stipulations have explicitly been accepted by the Supplier in writing.
4. The General Terms and Conditions also apply to other agreements, including subsequent or supplementary agreements, to which the Supplier and the Counterparty or their legal successor(s) are a party.
5. If any provision in these General Terms and Conditions is declared null and void due to a conflict with provisions of imperative law, the parties undertake to supplement or amend the agreement in such a manner that the intent of the parties as demonstrated by the agreement is observed as closely as possible.

Article 2 Offers

1. Unless expressly specified otherwise, all quotations, offers and advice, including attachments, made by the Supplier, in any form whatsoever, are non-obliging. An offer, quotation or advice from the Supplier is only valid when captured and confirmed in writing by the Supplier. A non-binding offer by the Supplier may be revoked within two (2) business days after the Supplier has received acceptance from the Counterparty.
2. Changes to the contract shall be binding to the Supplier – even when a Supplier has made an offer – after the Supplier has accepted these changes in writing within 5 (five) days after receipt thereof or has started with the implementation of the work within 5 (five) days after receipt thereof. Obvious errors, including typographical errors, shall be deemed not to have been written and shall be replaced by correct phrases. These errors cannot lead to any liability.
3. The sizes, weights and technical data, as well as the displayed images, shown in the offers, guides, catalogues, stock lists, circulars and other advertising material from the Supplier shall only serve as an indication and are non-binding, unless the Supplier provides an express guarantee to this end.

Article 3 Prices and security

1. The prices specified by the Supplier are the prices applicable at the time of the conclusion of the agreement.

2. All prices are in Euro and do not include work, shipping costs, customs fees, import duties and value added tax where applicable according to the law in the relevant situation.
3. If one or more of the factors listed in the previous paragraph change, the Supplier shall be entitled to adjust the prices accordingly.
4. If the Supplier accepts changes to a confirmed order by the Counterparty, or if the implementation of an order confirmed by the Supplier must be delayed due to a lack of instructions to be provided by the Counterparty, the Supplier shall be entitled to increase the agreed price with an amount necessary to cover all costs and additional expenses arising from the situation referred to in this paragraph.
5. In case of compound price indications, there is no obligation to deliver a part at a proportionate part of the full indicated price.
6. When an order is placed without a price being specified, it shall be charged at the price applicable at the moment the order is implemented, regardless of previous quotations and/or offers or previous prices.
7. If due to circumstances of extraordinary nature, such as war, riots or other serious complications at home or abroad, import or export measures, government levies, including by the EU, etc., the prices of the Supplier rise above a level, applicable on the day of the offer or at the moment the transaction is concluded, of which it cannot reasonably be expected from the Supplier that it shall bear the thus increased costs, the Supplier shall be entitled to a reasonable and fair additional fee, which shall be proportional to the increase in costs incurred by the Supplier.
8. The Supplier shall at all times before starting with the implementation of any agreements, or at the interim when the implementation has already been started, have the right to require additional security from the Counterparty if the Supplier deems there are corresponding grounds thereto, in the form of bank guarantee(s), a deposit or otherwise.
9. The Supplier shall at all times be entitled to recover its claims on the Counterparty for performances, costs and potential damages from this security.
10. As long as no sufficient security has been provided, the Supplier shall be entitled to suspend the implementation of the agreement for the period for which the securities have to be provided. The Counterparty is liable for the damage suffered by the Supplier due to this delay.
11. If after the expiry of the set period no sufficient security has been provided, the Supplier has the right to dissolve the agreement with immediate effect without judicial intervention and further summons being required, with the Counterparty being required to compensate all damage, costs and interests, including any loss of profits for the corresponding project.

Article 4 Changes to the contract

1. Changes or additions to the original contract of any nature whatsoever made by the Counterparty in oral or written form which have been accepted by the Supplier in accordance with the provisions of Article 2 and result in higher costs than estimated in the price quotation, shall be charged to the Counterparty.
2. Any changes to the implementation of the contract desired by the Counterparty must timely be communicated to the Supplier in writing. If these changes are communicated orally, the risk of any shortcoming in the implementation of the changes shall be for the account of the Counterparty.
3. The Supplier shall not be liable for exceeding the agreed delivery time if this is the result of the desired changes.

Article 5 Transport

1. Loading, transporting and unloading of goods shall be for the risk and account of the Counterparty. The Counterparty shall be responsible for the transport from the warehouse of the seller to the place of delivery.
2. The Supplier selects the manner of shipping, unless otherwise agreed in advance.

Article 6 Transport risk

1. The acceptance of the goods by the carrier, without comments on the receipt/copy of the bill of lading, shall be proof that the packaging was in good condition.
2. The transfer of risk to the Counterparty takes place when the order has been handed over to the shipping company or the carrier, but no later than when it leaves the warehouse of the Supplier or the factory of the Supplier. The above also applies to partial deliveries or if the Supplier has agreed to other services.
3. Delay in the delivery of the goods by the carrier shall not be for the account of the Supplier, unless this delay has been caused by its negligence.
4. If the cause of the delay in the delivery of the goods is due to the Counterparty, the risk of the transfer shall be borne by the Counterparty from the moment that the Counterparty is informed that the shipment is ready for dispatch.

Article 7 Partial delivery

The Supplier shall have the right to make partial deliveries in such quantities that are not unreasonable for the Counterparty.

Article 8 Delivery

1. The delivery period starts on the date the order confirmation is issued. If for the implementation of the contract certain data, drawings etc. are necessary or if certain formalities are required, the delivery period shall start after all data, drawings etc. are in the possession of the Supplier or if the required formalities are fulfilled. All details of the order must be completely clear to the Supplier.
2. When the Counterparty has been offered the goods, the delivery period shall be deemed to have been met. This also applies if the shipment is delayed or has become impossible and an event takes place outside the control of the Supplier.
3. Indicated delivery dates and delivery periods shall only serve as an approximation and shall never be considered a deadline, unless expressly agreed otherwise.
4. The Supplier reserves the right to deliver a quantity which is higher or lower than the quantity ordered, under the condition that this is not unreasonable for the Counterparty. A delivery which deviates by 10% of the ordered volume shall be considered reasonable. The invoice shall be drawn up based on the actually delivered quantities.
5. Late delivery by the Supplier does not entitle the Counterparty to claim damages, to refuse the goods, to partial or complete dissolution of the agreement, unless it concerns a substantially late delivery. Before invoking dissolution, the Counterparty must place the Supplier in default in writing and provide a reasonable period (with a minimum of 10 business days) for the Supplier to meet its obligations. If the first period provided by the purchaser is not reasonable, the Supplier shall communicate this in writing and dissolution shall only be possible after the period indicated in the communication by the Supplier has expired.
6. The delivery period applies, except in the event of unforeseeable, exceptional circumstances which could not be prevented by the Supplier despite exercising reasonable care for the circumstances in this situation. It is not important whether these circumstances have arisen at the facilities of the Supplier or if these circumstances have arisen at facilities of its suppliers. Such exceptional circumstances include cases of force majeure, war, civil unrest, disturbances in the activities, strikes, exclusion, lack of availability of specialists, sanctions and interventions by the government, delays in the delivery of essential raw materials or difficulties with the energy supply, as well as other unforeseen obstacles not within the control or influence of the Supplier. If such circumstances lead to delays, but do not prevent the delivery or implementation, the delivery period shall increase by a reasonable amount of time. The Supplier shall not be responsible for the aforementioned circumstances if these occur during a delay which has occurred at a previous time. The Supplier shall inform the purchaser within 3 (three) business days after the date on which a circumstance as aforementioned occurs. If the circumstances last longer than 60 (sixty) days, the Supplier shall be exempt from its delivery obligation without this being grounds for claims by the Counterparty on the Supplier.

Article 9 Acceptance

1. Unless otherwise agreed, the Counterparty shall be required to accept the executed order immediately after completion or immediately after its availability to the Counterparty. This also applies to parts of the order.
2. If, for whatever reason, the Counterparty is not able to accept the goods at the agreed time and these are ready for dispatch, the Supplier shall at the request of the Counterparty store and secure the goods if its storage capabilities allow and take all reasonable measures to prevent deterioration of their quality, until they have been delivered to the Counterparty. The Counterparty of the Supplier shall be required to reimburse the Supplier for all storage costs at the usual rates of the Supplier, or the usual rates of the industry if the Supplier does not have usual rates, from the moment that the goods are ready for dispatch, or if this a later date, from the delivery date captured in the agreement.

Article 10 Packaging

1. If the Supplier, or a third party, has provided pallets, crates, containers etc. for the packaging and the transport, whether or not against payment of deposit - the Counterparty of the Supplier shall be required to (unless it concerns non-reusable packaging) return these pallets etc. to the address indicated by the Supplier, failing which the Counterparty shall owe damages to the Supplier.

Article 11 Force majeure

1. In the event of a shortcoming not attributable to the Supplier and in the event of other circumstances of such nature that fulfilment of the agreement cannot reasonably be expected by the Supplier (including circumstances in which the Supplier is unable to fulfil the delivery due to its own suppliers, regardless of the grounds), the delivery obligation shall be suspended and the delivery period shall be extended with a duration equal to the persistence of those circumstances.
2. The Supplier shall be deemed to experience force majeure if the Supplier after the conclusion of the agreement is unable to fulfil its obligations under this agreement or the preparation thereof due to war, the threat of war, riots, violent acts, fire, water damage, floods, strikes, company occupation, exclusion, import and export barriers, government measures, defect equipment, disruptions to the energy supply, everything both in the company of the Supplier and at third parties from which the Supplier completely or partially purchases the necessary materials, goods or raw materials, as well as during storage or transport, whether or not in-house, and all other causes outside of the control and influence of the Supplier.
3. If the delay lasts more than 2 (two) months, both the Supplier and the Counterparty of the Supplier shall be entitled to consider the agreement as terminated. In this case, the Supplier shall only be entitled to receive compensation for its incurred costs.
4. If the force majeure arises while the agreement has been partially carried out, the Counterparty of the Supplier shall be entitled to keep the already delivery portion of the goods and pay the corresponding purchase if the remaining delivery is delayed by more than 2 (two) months due to the force majeure, or consider the agreement terminated for the already performed part with the obligation of returning all already delivered goods to the Supplier for the risk and account of the Counterparty of the Supplier, if the Counterparty can demonstrate that the already delivered portion of the goods can no longer be used effectively as a result of not delivering the remaining goods.

Article 12 Cancellation

1. If the Counterparty unilaterally cancels the order in whole or in part, for whatever reason, the Counterparty shall be held to pay all costs reasonably incurred by the Supplier for the imple-

mentation of the order (preparation, storage, provision, etc.) to the extent desired by the Supplier, and bear the costs of the materials or semi-finished products purchased for the implementation of this order at the prices captured in the records of the Supplier, everything without prejudice to the right of the Supplier to be compensated for its loss of profits (if and to the extent the Supplier does not demand fulfilment of the agreement) and of the other damage resulting from the cancellation.

2. The goods delivered to the Counterparty cannot be exchanged.

Article 13 Reservation of ownership

1. The ownership of the goods delivered by the Supplier shall transfer to the Counterparty when the Counterparty has paid the Supplier everything due for the delivery of the goods (including the purchase price, any fees payable under these conditions, and any interests and costs).
2. If the Supplier has accepted checks or bills of exchange in the interest of handling the accounts of the Counterparty, all delivered goods shall remain the property of the Supplier until the full amount of these checks or bills of exchange have been paid.
3. If the Counterparty unexpectedly fails to (timely) fulfil any of its obligations, the Supplier shall be entitled to recover all goods or a part of the goods which the Supplier has delivered to the Counterparty in the context of the related transaction. The Supplier shall also have this power if the goods are present at third parties (not being consumers) due to a delivery as aforementioned, provided that the Supplier has not received (full) payment. In the context of recovering the goods as aforementioned, the Counterparty shall be refunded by the Supplier for the value of the goods, to be determined by the Supplier, after deduction of all costs incurred for the recovery, without prejudice to the right of the Supplier to claim compensation for any resulting damage.
4. The Counterparty of the Supplier shall not be entitled to sell the goods to a third party or offer the goods as security or otherwise encumber them with any right for the benefit of a third party until the payment schedule has been fully complied with and all liabilities towards the Supplier have expired. After the purchaser has met its payment obligations towards the Supplier with respect to the delivered goods, the Counterparty shall be entitled to cooperate with establishing a (standing) pledge for the benefit of the Supplier, with the exclusion of granting the same right to a third party.

Article 14 Right of retention

1. If the Supplier holds the goods of the Counterparty, the Supplier shall be entitled to suspend the delivery of these goods until all costs incurred by the Supplier for the implementation of the corresponding contracts have been met by the Counterparty, regardless whether these contracts relate to the aforementioned or other goods of the Counterparty, unless the Counterparty has provided sufficient security for these costs.
2. The Supplier shall also have the right of retention in case the Counterparty is declared bankrupt or is granted suspension of payments or the (provisional) Natural Persons Debt Rescheduling Scheme has been declared applicable to the Counterparty.

Article 15 Copyright, industrial/intellectual property rights and reproduction rights

1. By granting a contract for using, copying or reproducing objects protected by the Copyright Act or any industrial property right, the Counterparty declares that no copyrights or industrial property rights of a third party are infringed on, and the Counterparty indemnifies the Supplier both judicially and extrajudicially for all consequences, both financial and otherwise, resulting from the copying or reproduction.
2. The Supplier retains the ownership and copyrights in any documentation of the Supplier, such as specifications, drawings, notes, instructions, technical bulletins, technical data or other documents/information concerning the goods that are delivered or services that are provided by the Supplier (both in paper and electronic form). Such documentation may not be made available to third parties without the explicit approval of the Supplier.

3. All tools, dies, models and test materials remain the property of the Supplier, regardless of whether the Counterparty has paid for all costs of production, unless both parties agree otherwise in writing. After completing the objects in the established order, such objects shall remain the property of the Supplier and be kept in storage for future orders for a reasonable period. This period shall be determined by the Supplier without any obligation on the part of the Supplier. The Supplier retains the industrial property rights and copyrights that may exist for such instruments or their underlying materials, such as drawings. If such rights exist, the production of replicas of the above items is prohibited.
4. Installation suggestions are the intellectual property of the Supplier and may not be disclosed to third parties.

Article 16 Quality and possible deviations

1. The conditions of the agreement define the absence of defects in the delivery, the quality and the finish of the delivered goods. Each indication of technical standards in the contract serves as a specification of services and shall not contribute to the warranty or the property. Public comments or advertising may only be understood as a contractual specification of the goods to the extent these properties have not been defined in the contract. If the Supplier provides recommendations for the installation, the Counterparty must take into account that the operation of the products delivered by the Supplier not only depends on their specific functions, but first and foremost on how the delivered products interact with other components of the respective system. The selection and tests regarding the suitability of the products delivered by the Supplier for the sealing system are the responsibility of the Counterparty, such as testing the interaction of the products of the Supplier with the other components of the sealing system. Expressly no contractual agreement has been concluded regarding the above.
2. Materials:
Installations, suggestions and recommendations regarding the materials of the Supplier are based on the parameters and the specific conditions of the Counterparty. The application by the Counterparty always requires practical tests within the operations of the Counterparty. Due to the many different ways in which products of the Supplier can be used, the Supplier cannot give any guarantee regarding the accuracy of the recommendations in a specific case, unless this is confirmed in writing by the Supplier.
The responsibility for the validity of the evaluation of the suitability of the applications and/or components delivered by the Supplier lies with the Counterparty. This also applies if the Supplier has agreed to perform proportionate assessments and/or testing.
Material inspections in accordance with the specifications of the Counterparty shall be offered separately and charged where appropriate in such a case.
3. Delivery mistakes:
If the Supplier has delivered the wrong goods, the Counterparty shall inform the Supplier immediately and allow him to recover the wrong goods and deliver the right goods. The Counterparty shall be required to carefully keep the delivered wrong goods.

Article 17 Complaints

1. Obvious defects, meaning, defects that fall under the heading of material defects, wrong delivery, as well as the lack of properties or durability of the delivered product or services as guaranteed by the Supplier, must immediately be reported in writing, but no later than 7 (seven) days after receipt of the goods. The defective goods must be made available to Supplier for its own investigation.
2. Defects that cannot be found during the usual inspection upon receipt must also be reported in writing without delay, but no later than 5 (five) days these defects have been found.
3. When the goods have been processed, defects relating to visible defects shall be excluded.
4. Defects in a part of the delivery cannot lead to a complaint about the entire delivery, unless it is unreasonable for the Counterparty to accept the part of the delivery in which no defects are present.

5. The notice must contain the details of the defect being reported. The defect must be described as precisely as possible.
6. If defects or other complaints are not reported within the periods prescribed in these General Terms and Conditions, all warranty claims against the Supplier shall be excluded.
7. If a notice of defect is legitimate, the Supplier shall repair or replace the defects, at its discretion, under the condition that the Counterparty demonstrates that the defect existed at the moment the risk was transferred. The Supplier shall set a reasonable period to offer a solution. The Supplier shall make two repair attempts. If this repair has not resolved the defect or if the Supplier refuses to make the repair on unreasonable grounds or causes unreasonable delay or if the repair is not unacceptable to the Counterparty based on other grounds, the Counterparty can in lieu of the repair or replacement demand that the delivered solution is taken back and the agreement terminated. This is also ground for claims for damages or reimbursement of expenses. However, the ground shall be determined on the basis of the limitation of liability in these General Terms and Conditions.
8. If a factory warranty is provided or third parties - under whatever name - grant any warranty and/or any liability is accepted with regard to the delivered goods and/or services, the Supplier shall not bear any liability for the reliability of the delivered goods or implemented services and any warranty provided by the Supplier shall be excluded. If the Supplier has provided a warranty itself, its liability - considering the provisions of these delivery conditions - shall be limited to what has been captured in this warranty.
9. If the Supplier studies a complaint, this shall never be considered proof of the merits of those complaints or the timely submission of these complaints.
10. The expiry term for all claims related to defects is 12 (twelve) months, calculated from the date on which the delivered good change ownership/transfer has taken place.

Article 18 Payment

1. The Counterparty must pay everything it owes the Supplier within 30 days of the invoice date or earlier if agreed otherwise. Payments must be made at the head offices of the Supplier. The Counterparty may not settle anything it owes to the Supplier with any claim it may have on the Supplier, except when this claim is undisputed or part of a final judgement of a competent court.
2. The Supplier shall always remain entitled to require payment before delivery of the goods or delivery only with payment on delivery. The Supplier shall also be entitled, when there is doubt about the payment capacity of the Counterparty, to suspend the delivery of the goods until the Counterparty has either paid the due amount in advance or provided sufficient security for the payment.
3. If and to the extent (any part of the) sums payable to the Supplier have not been received before the agreed date, the Supplier shall be entitled, without prejudice to its other rights under the law or the agreement and without any notice being required, to: (a) charge the statutory interest, plus 2% of the invoice amount for each month or part thereof, (b) consider the agreement dissolved without judicial intervention if the Counterparty fails to timely meet its payment obligations and fails to act on the notice of default specifying a period of 7 (seven) days. The Counterparty of the Supplier shall in the aforementioned case be required to fully compensate the (to be) suffered damage, including loss of profits, transport costs and costs of the notice. All judicial and extrajudicial costs related to the collection shall also be borne by the Counterparty.
4. The extrajudicial costs are set at 15% of the principal amount or as much more as actually incurred (as demonstrated by the amounts charged to the Supplier related to legal assistance).
5. Without prejudice to the provisions elsewhere in these General Terms and Conditions, the agreement with the Counterparty of the Supplier shall be dissolved without judicial intervention after written summons on the moment when the Counterparty of the Supplier is declared bankrupt, applies for suspension of payments, attachment is levied or the Counterparty is dissolved or it otherwise loses the power over its assets or parts thereof, unless the receiver or administrator acknowledges the obligations under the agreement and provides security for payment.

6. If the Counterparty deems that there are still claims regarding the delivery or the implementation of the contracts, in whatever form, this shall not relieve it of the agreed payment obligation, unless otherwise by law.

Article 19 Warranty

1. The Supplier only guarantees the Counterparty that all goods (or parts thereof produced by the Supplier) are free from material and manufacturing defects that have been communicated by the Counterparty to the Supplier within the warranty period following the delivery of the goods, with due observance of the disclaimer and limitations of the agreement. If no written claims are received within this period, this means that the Counterparty waives all claims in respect of the goods.
2. The Supplier reserves the right to change the dimensions, composition, design, performances, colour and appearance of the goods without accepting liability if it does not consider these changes to be substantial. Supplier shall inform the Counterparty thereof.
3. The Supplier shall only provide warranty if the goods: (a) have been installed, maintained and used in accordance with the instructions and recommendations of the Supplier as given at any time, and where appropriate (b) have not been subject to abuse, movement, wrong use, installation errors, neglect or accidents; and (c) have not been modified or repaired by persons other than the Supplier in a manner which has a negative impact on the condition of the goods in the opinion of the Supplier. It is the responsibility of the Counterparty to determine whether the goods are suitable for their intended purpose and the Counterparty accepts all risks and liabilities associated with this.
4. There are no express warranties other than those specified in the agreement. Regardless of whether the goods are used exclusively by the Counterparty, there shall not be any third party beneficiaries with respect to the express warranties captured in these General Terms and Conditions.
5. The Supplier does not guarantee that it or the goods meet any body or any organisation or industry shapes, guidelines or procedures, unless specifically stated in the agreement.

Article 20 Transfer of rights and obligations

The Counterparty may only transfer rights or obligations under this agreement to a third party, or have a third party adopt them, with the prior written consent of the Supplier. The Supplier may make this permission subject to conditions.

Article 21 Termination by the Supplier

By means of a simple written notice, the Supplier shall have the right to extrajudicially terminate an agreement, claim return of the delivered goods, claim full damages, both of the lump sum as well as the incurred costs, loss of profits, etc., everything at the discretion of the Supplier, increased with a 15% penalty on the said sum for the benefit of the Supplier, if the Counterparty or its director or shareholder:

- passes away;
- decides to dissolve the company;
- is confronted with a request for its bankruptcy, suspension of payments or the Natural Persons Debt Rescheduling Scheme;
- is placed under guardianship or is otherwise prevented or unable to freely and independently fulfil its obligations;
- is condemned to a (conditional) safety punishment;
- loses or never had the necessary permits for its business;
- moves (abroad) without informing the Supplier;
- has upon the conclusion of the agreement provided incomplete information or has concealed information which would be grounds for the Supplier not to conclude the agreement;

- loses goods to which the agreement applies, or when these goods have become worthless, leave his control (including by means of attachment), or if the financial circumstances of the Counterparty experience or have experienced a relevant change;
- acts in violation of the provisions of Article 14 of these General Terms and Conditions.

The cases described in this article shall give the Supplier the right to act in accordance with the provisions relating to cancellation under Article 13 of these General Terms and Conditions.

Article 22 Limitation of the liability of the Supplier

1. Without prejudice to the provisions of this article or the special provisions, the Supplier shall never be liable for any failure or unlawful acts towards the Counterparty or third parties to the extent its liability insurer provides payment.
2. Unless agreed otherwise in writing between both parties, to the fullest extent permitted by applicable law the total aggregate liability of the Supplier under, arising from, or connected with this contract shall not exceed the amount of all sales under the contract in the past year, with a maximum amount of EUR 45.000,-, whether such claim is presented in contract, tort or otherwise at law.
3. The Supplier shall not be liable for any loss of profit, loss of contracts/customers, loss of production, loss of use, loss of revenue, loss of assets/goods, loss of contracts and pure economic losses/indirect losses in whatever form which have not been captured in this document that relate to sales.
4. Force majeure (each circumstance outside of the control of the Supplier which temporarily or permanently makes the fulfilment of the agreement impossible) on part of the Supplier shall suspend its obligations to the Counterparty for as long as the force majeure continues. The Supplier shall in the event of force majeure not be held to compensate any damages to the Counterparty.
5. The Supplier shall not be liable for the (result of the) work performed at the instruction of the Counterparty.
6. Wrong attempts of the Counterparty or third party to rectify defects and improper storage - especially storage in contradiction with the instructions of the Supplier - shall result in the loss of all rights of the Counterparty with respect to liability for defects, to the extent such actions have increased the costs for the Supplier needed to recover the particular damage caused by the wrong attempt to recover the defect.
7. The Counterparty shall be fully liable for each damage caused by the Counterparty to third parties, properties of third parties and material and/or staff of the Supplier during the work instructed by the Supplier. The Counterparty shall be required to be adequately insured against such damage.
8. The Counterparty shall be required to indemnify the Supplier for each liability arising from this article and to be adequately insured against such liability.

Article 23 Confidentiality

1. The Counterparty shall observe strict confidentiality regarding confidential information disclosed to the Counterparty, meaning all data and information which the Counterparty obtains in the context of the contractual relationship with the Supplier.
2. The Counterparty shall only use confidential information for the purpose of the contract concluded with the Supplier. This information may not be provided to third parties in any way without the express prior written consent of the Supplier. The Counterparty shall also protect such information against access by third parties. The Counterparty must apply the same degree of care as in the handling of its own confidential information.
3. The Counterparty shall impose the corresponding duty of confidentiality to its employees with respect to such information.
4. The Counterparty shall inform the Supplier in writing of an imminent breach of confidentiality or a violation of the confidentiality obligation or an already found breach of when the Counterparty is suspected of this.

5. The confidentiality obligation relating to confidential information shall not apply if the Counterparty proves that (a) the confidential information was already known to the Counterparty before the Supplier communicated it as such, (b) the Counterparty has received the confidential information from third parties without an imposed confidentiality obligation and without it being clear to the Counterparty that these parties violated the confidentiality obligation, (c) the confidential information is public knowledge or has become public knowledge without any violation of the confidentiality obligation as described in this article, or (d) this confidential information has been developed by the Counterparty without such co-regulation by the Supplier.
6. The Supplier reserves all rights to confidential information (including copyrights, the right claim the rights to industrial property and patents, usage models, mask work rights, design patents and trademarks) and the property right to products made available and contain confidential information (paper, discs, etc.). Property rights, licensing rights, reproduction rights, usage rights or other rights to confidential information of the Supplier shall never be granted, regardless of whether such intellectual property rights already exist at that time.
7. On request of the Supplier, the Counterparty must immediately return all provided confidential information to the Supplier, with the sole exception of copies to be filed to meet legal obligations. All confidential information stored on computers must be deleted on request. This clause shall persist for a period of three years after the end of the contract.

Article 24 Export Control

Counterparty agrees and undertakes that:

- a.) it will not use the goods for any purpose connected with chemical, biological or nuclear weapons, missiles capable of delivering such weapons, nuclear explosive activity or in any way that would cause Supplier to be in breach of financial or trade sanctions imposed against Iran or any other destination;
- b.) it will not export, re-export, re-sell, supply or transfer the goods to any destination or party subject to UN, EU, or US trade embargos, or to any destination or party if it is known or suspected that the goods are likely to be used for the purposes set out in lit. a.) above;
- c.) it will comply with all applicable export and sanctions laws;
- d.) it will include the same terms in its dealings with its customers; and

it agrees to fully indemnify Supplier for all costs, expenses, liabilities, losses, damages, claims, proceedings, (including without limitation legal fees) incurred or awarded against Supplier arising out of or in connection with any breach of this section whether such breach occurs directly or indirectly, with or without the knowledge of Supplier.

Article 25 Residual provision, forum, competent court

1. All disputes arising out of offers and deliveries as well as an agreement for the sale/purchase and such are subject to the discretion of the Court of Rotterdam, unless the District Court is competent to hear such case, in which case the normal rules of competence of Dutch law applies.
2. Dutch law applies to all transactions with the Supplier or to all actions of, with or towards the Supplier.

(version April 2022)