

GENERAL TERMS AND CONDITIONS

EQUINE INDUSTRY BV – BENELUXSTRAAT 11 - 5061 KD OISTERWIJK

Registered with the Chamber of Commerce of Tilburg, registration number 18088542

1. General

- 1.1. These General Terms and Conditions apply to all offers, quotations and all Agreements entered into with Equine Industry BV (below: EI).
- 1.2. Any deviations of the provisions of these General Terms and Conditions shall be valid only if agreed in writing. The remaining provisions of these General Terms and Conditions shall remain in full force and effect. Any deviations agreed shall apply only to the Agreement for which said deviations have been agreed.
- 1.3. Once the General Terms and Conditions apply they shall also apply to new Agreements between parties without further declaration of applicability unless agreed otherwise in writing.
- 1.4. In case any provision of these General Terms and Conditions is void, declared invalid or otherwise declared inapplicable the remaining provisions of these General Terms and Conditions shall remain in full force and effect, and parties shall agree on a provision replacing the void, invalid or inapplicable provision, taking into consideration the intention and purport of the cancelled provision to the extent as possible.
- 1.5. General Terms and Conditions used by Purchaser of EI shall not apply whether or not EI has excluded them, unless EI has approved of them in writing. 'Purchaser' is understood to mean any natural person or legal entity that has entered or will enter into a contractual relationship of whatever nature with EI.
- 1.6. EI has the right to modify and complement these provisions.
- 1.7. EI has the right to engage third parties for the performance of Agreements, in which case these General Terms and Conditions shall also apply.

2. Offers, Quotations, Order Confirmations and Agreements

- 2.1. All offers and quotations shall be free of engagement unless agreed otherwise in writing, shall be as accurate as possible, and shall be based upon the specifications, dimensions, drawings and such provided at the time of any request by or on behalf of Purchaser. The non-binding nature of offers and quotations shall also apply to orders placed with EI or requests made to EI by purchasers through IE's employees or any intermediaries. Offers and quotations shall be valid for two weeks unless the offer or quotation contains a different term.
- 2.2. Illustrations, drawings, dimensions, weights and descriptions in offers, brochures, drawings and such provided by both EI and third parties shall be free of engagement, shall be drawn up as accurately as possible but are a general representation and shall not be binding upon EI. Modifications are reserved.
- 2.3. Any advice, notifications and statements as to the expected possibilities for use of products to be supplied by EI shall be free of engagement and shall be provided as non-binding information only.
- 2.4. An Agreement is not entered into until after Purchaser has received an order confirmation from EI in any way or in case Purchaser unequivocally approves of the offer.
- 2.5. Purchaser and EI agree that a valid Agreement is concluded by the use of electronic means of communication as soon as the conditions of 2.4 have been complied with. The absence of a signature does not affect the binding nature of the offer and its acceptance. The electronic files of EI shall be an indication of proof of that.
- 2.6. EI has the right to perform an Agreement in parts and to invoice Purchaser separately for each part delivery. Each part delivery is considered a separate delivery in the sense of these Terms and Conditions.
- 2.7. The order confirmation shall contain all information concerning the order as it will be carried out. Purchaser is obliged to immediately verify the order confirmation and is required to report any inconsistencies in writing within three business days after the date of dispatch. Failing such report within said term Purchaser shall not have the right to address this matter later, for instance, by submitting a complaint with respect to the delivery as referred to in article 14.
- 2.8. Purchaser is under the obligation – in case delivery is to take place outside the Netherlands – to inform EI, before EI makes its offer, of any mandatory legal regulations that apply to this performance in the country in which the Agreement must be performed. Failing such notification EI cannot and shall not accept any liability with respect to any non-compliance with said mandatory legal regulations, irrespective of the legislation of the country concerned.
- 2.9. Apparent errors or mistakes in offers, quotations, order confirmations and Agreements shall not be binding on EI; EI shall in such cases at any time have the right to modify.

3. Prices

- 3.1. All prices shall always be based upon factory prices, prices of materials and such as valid at the time of the offer and/or order.
- 3.2. In case factory prices, prices of materials, wages, social contributions, taxes, import and export duties, freight, transport prices, insurance premiums or other relevant price determining factors are increased after the date of the offer, including price increases due to devaluation of the euro, or in case the margins are changed as a result of changes in one or more of these factors, even if this is caused by circumstances that could have been foreseen at the time of the offer, EI shall have the right to adjust the price until delivery to Purchaser has taken place.
- 3.3. In case the price increase exceeds the original price agreed by more than 25%, Purchaser has the right to rescind the Agreement by a written notification to that effect, sent within three business days of the notification of the price increase, without ensuing right of Purchaser to claim any damages on account of this rescission.
- 3.4. In case EI engages any third party for the performance of an Agreement and said third party increases its prices, EI shall have the right to pass on to Purchaser the new prices and/or rates as they apply, taking effect immediately.
- 3.5. Prices quoted by EI shall always be prices in euro unless agreed otherwise, and shall always be exclusive of turnover tax (BTW) and other such similar levies.
- 3.6. Unless agreed otherwise the cost of transport in connection with the products to be supplied shall be borne by Purchaser.
- 3.7. Any direct and indirect costs caused by delay or interruptions during preparation, production or delivery of products due to non-availability of instructions, information of cooperation of Purchaser shall be borne by Purchaser. The specification of costs to be provided by EI with respect to this shall be binding on Purchaser.

4. Security and advance payments

- 4.1. Prior to the performance of the Agreement respectively continuation of the performance that was already started in part, EI shall at any time have the right to require Purchaser to pay an advance not exceeding the maximum amount resulting from the Agreement with respect to the payment obligations resulting from the Agreement for Purchaser, or – at the discretion of EI – provides sufficient security according to the customary standards in financial bank transactions, such as an irrevocable bank guarantee not exceeding the maximum amount owed by Purchaser for the performance.
- 4.2. In case Purchaser refuses to provide an advance or security as referred to in the previous sentence after the request to that effect, EI shall have the right to rescind the Agreement taking effect immediately by a notification to that effect, without prejudice to the other grounds for rescission as referred to in these Terms and Conditions, and without prejudice to the right of EI to compensation of damage caused to EI as a result of the rescission.

5. Modification or cancellation of the order

- 5.1. In case of modification of whatever kind of the original order by or on behalf of Purchaser, said modifications shall be subject to the approval of EI. Any additional costs in connection with that shall be charged to Purchaser as extra costs.
- 5.2. In case of cancellation Purchaser is obliged to compensate to EI any costs incurred for the performance of the order such as costs of preparation, drawings, storage, purchase (of materials) and such, increased by damages in the amount of 25% of the price agreed, all this without prejudice to the right of EI to compensation of all damage caused by the cancellation.
- 5.3. Without prejudice to the above provision, modifications of the performance specified by Purchaser after the order has been placed shall be communicated to EI in good time and clear terms. In case of a change in dimensions Purchaser must notify EI of that in writing and within 48 hours of dispatch of the order confirmation.
- 5.4. Modification or cancellation of the order is not possible in case of products that are not part of the regular product range of EI, or in case of products which have already been shipped for delivery.
- 5.5. Implementation of urgent modifications of an order that has already been placed, communicated verbally or by telephone, shall be entirely at the risk of and for account of Purchaser.
- 5.6. Modification of an order already placed may result in changes in the originally agreed delivery time, in which the provision of article 7 of these Terms and Conditions shall apply unchanged and in full.

6. Contracting out to third parties

- 6.1. EI has the right to contract out the entire performance of the order placed by Purchaser or part thereof to third parties.
- 6.2. With respect to products or parts of products manufactured by third parties EI shall merely be considered a reseller to Purchaser, and EI does not provide any further guarantees to Purchaser than the guarantees given to EI by said third party engaged.
- 6.3. If requested EI shall advise Purchaser of its (legal) position towards the third party referred to in the previous sentence, especially with respect to claims for damage against and the obligation to compensate said claims of said third party. In case of any claim for damage EI shall mediate between third party and Purchaser without being obliged to pay any damages itself.

7. Delivery

- 7.1. Delivery as referred to in these Terms and Conditions is the act by which EI fulfils its obligation to supply. Also in view of the provision of article 10 with respect to reservation of property, Delivery does not necessarily include or result in a transfer of title.
- 7.2. In case a delivery time has been agreed, said delivery time shall commence at that point in time at which the order confirmation has been sent by EI in accordance with the provision of article 2 of these Terms and Conditions. In case information is necessary or certain formalities must be met prior to the performance of the order, the delivery time shall not commence until after all information has been received by EI or the required formalities have been fulfilled. In case a first payment is required by EI for the performance of the order, the delivery time shall not commence until the date at which this payment has been received.
- 7.3. The times of delivery provided by EI shall be free of engagement and shall be approximate only and shall never be final deadlines as referred to by law. In case of non-compliance with the delivery time due to whatever reason Purchaser shall never have been entitled to damages, or have the right to rescind the Agreement or to refuse the fulfilment of any obligation on the part of Purchaser resulting from the Agreement concerned or any other Agreement in connection with this Agreement, unless in case of intent or gross negligence on the part of EI, not being mistakes of its employees or any third parties engaged by EI.
- 7.4. Delays in performance of the Agreement caused by whatever reason, including causes on the part of employees of EI or suppliers of EI, shall automatically result in an extension of the specified delivery time by the same number of days as the duration of the delay that occurred.
- 7.5. Delay in delivery at the request of Purchaser shall take place with EI's written approval only. Any costs and losses caused to EI resulting from such delay shall be borne by Purchaser. The specification of costs drawn up by EI with respect to this shall be binding on Purchaser.
- 7.6. If case it is the opinion of Purchaser that EI has not observed the delivery time, Purchaser shall in any case be obliged to declare EI in default by a written notice, allowing EI an additional time of fourteen days for subsequent delivery.
- 7.7. In case the delivery time is exceeded by more than one month Purchaser has the right to cancel an order with respect to standard products without ensuing costs on account of the cancellation. In case of exceeded delivery times cancellation of products especially ordered and or modified and/or made to measure for Purchaser (including the collections of clothing) shall never be possible.
- 7.8. With respect to damage caused by Purchaser due to exceeded delivery times and in addition to the provision above the provision of article 16 of these Terms and Conditions shall apply unchanged and in full.
- 7.9. Place of delivery is the place referred to in the order confirmation. Transport to said place shall be carried out by means of EI's own means of transport and/or means of transport of third parties, costs to be borne by Purchaser, unless agreed otherwise in writing. From the moment of delivery at said location the products shall be at the risk and for account of Purchaser.
- 7.10. If no place of delivery has been specified or if free delivery has been agreed, delivery shall take place ex works, i.e. the location from which delivery by or on behalf of EI takes place, exclusive of packaging and at Purchaser's risk.
- 7.11. Orders to be delivered outside the Netherlands shall be delivered ex works, as referred to in Incoterms 2000, which means that the products are ready for collection by Purchaser at a point in time to be specified, unless a different arrangement for transport had been made in writing.
- 7.12. In case of a change in place of delivery Purchaser is obliged to notify EI in writing of said change at least 10 days before delivery, providing full details of the place of delivery.
- 7.13. If no instructions for shipment are given shipment shall take place at the best of EI's ability without assuming responsibility for the most favourable method of transport. Loss, confusion and/or damage during transport shall not result in any obligation to delivery of replacements or any compensation (for damage) on account of loss of profit, costs incurred for repairs of products or returns of the products supplied.
- 7.14. Any costs caused to EI because Purchaser does not or not properly fulfil or not fulfil any of the obligations of Purchaser as referred to above in a timely manner, shall be borne by Purchaser.

8. Packaging and packaging materials

- 8.1. The packaging of the products to be supplied shall meet the requirements of shipment under normal circumstances. Additional cost caused by additional or different requirements for packaging made by Purchaser shall be borne by Purchaser. The specification of costs provided by EI shall be binding on Purchaser.
- 8.2. Pallets shall remain the property of EI. In case they are not returned within four weeks of delivery free of charge and in proper condition they shall be charged at cost price.

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- 9. Suspension and rescission**
- 9.1. In case Purchaser:
- does not, not properly or not in a timely manner fulfil any obligations resulting from the Agreement concerned or any other Agreement entered into with EI, including any financial obligations and any obligations resulting from article 4;
 - is faced with an attachment of its products;
 - applies for bankruptcy of the company itself, or the bankruptcy is applied for by a third party;
 - applies for suspension of payment;
 - suspends or liquidates the company;
 - is placed under legal restraint and/or administratorship and/or any equivalent foreign legal measure;
 - enters into any settlement with creditors without the knowledge of EI or fails to pay any due and payable claims of third parties after expiry of the term of payment;
 - sells the products purchased from EI in any different way than through the own shop(s), website(s) and/or mobile points of sale of Purchaser at fairs and/or events, Purchaser shall be considered in default by operation of the law without any notice of default being required, and EI shall have the right to suspend the performance of the Agreement entered into with Purchaser or part of said performance or – at EI's discretion – to rescind the (fixed-term) Agreements or part thereof by a notification to that effect without ensuing obligation on the part of Purchaser to pay any damages or provide any guarantees (any longer), all the above without prejudice to any further rights of EI, also including the right to collect the products supplied by EI subject to the reservation of title as referred to in article 10 below, and the right to receive compensation of any damage.
- 9.2. In all cases such as referred to in paragraph 1 any claims which EI may have or obtain towards Purchaser shall be due and payable immediately.
- 10. Reservation of title**
- 10.1. Any products supplied shall not become the property of Purchaser until after Purchaser has fully complied with all its obligations with respect to the consideration and/or purchase price towards EI, which resulted from the Agreement under which the products were supplied, or from any other Agreement for the supply of products entered into with Purchaser, as well as any claims on account of Purchaser's failure in the performance of the Agreements.
- 10.2. Until the point in time at which Purchaser has fully and properly fulfilled the obligations referred to above, the products supplied shall remain the property of EI. Purchaser does not have the right to sell or process the products, unless EI has approved of that in writing. In addition to that Purchaser does not have the right to sell, lease or lease-sell the above products to any third parties, to give them in use, to pledge them or to provide them to third parties by way of security in any other way or to place them in the actual control of any third party without EI's written approval.
- 10.3. With respect to accession of property (article 5:14 BW) and confusion (article 5:15 BW) Purchaser now for henceforth undertakes, for the application of the above legal provisions, to qualify the products supplied by EI as principal property in the sense of the law, if they are products that may be subject to accession respectively confusion, so that any good in its entirety becomes the property of EI due to the accession of property and mixing until such point in time at which Purchaser has fulfilled its obligations as referred to in paragraph 1.
- 10.4. Purchaser is under the obligation to show the products referred to in this article to EI upon request, and, in case of a failure to pay and in case of rescission as referred to in article 9, return the products to EI upon request.
- 10.5. Purchaser is also considered to have provided EI now for henceforth with an irrevocable authorization for access by EI of all its company sites and premises in order to inspect the condition of the products, and, if the case may be, to repossess the products in accordance with the provisions of the previous paragraph.
- 10.6. Purchaser shall be credited for the products repossessed on the basis of this article – provided that the products are in a sound condition and/or otherwise fit for use by EI – at the market value at the time of repossession, to be determined in accordance with business practices customary in the industry, without prejudice to the right of EI to set off this credit note against any financial obligations of Purchaser (including damages) towards EI, subject to the provision of article 11 with respect to the application of payments.
- 10.7. Purchaser is obliged to insure the products referred to in this article against the risks of fire, theft, damage caused by storm and water, in such a way that the insurance policy concerned contains the provision that the insurance also applies to products of third parties.
- 10.8. Purchaser is not allowed to pledge or provide to any third parties any claims on its insurer, under the insurances as referred to in the previous paragraph to the extent that said insurances apply to the products referred to in this article, by way of security in the broadest sense of the word. Payments on account of damage and loss of the products referred to in this article shall substitute the products concerned.
- 11. Payment**
- 11.1. To the extent that no other terms of payment have been agreed in writing or specified below, Purchaser is required to pay the total amount of the invoice prior to delivery.
- 11.2. Payment shall take place at the office of EI or through a bank account specified by EI. The costs of collection of Letters of Credit or cheques shall be borne by Purchaser.
- 11.3. Purchaser does not have the right to set off outstanding invoices against any claim whatsoever on EI; neither does Purchaser have the right to attach property of EI held by Purchaser.
- 11.4. In case Purchaser has not effected payment within the term referred to in paragraph 1 Purchaser shall be considered in default by operation of the law, and without any notification or notice of default being required, is obliged to pay legal interest from the due date until the day of full settlement, without prejudice to any other rights of EI.
- 11.5. Payments of Purchaser shall be processed in accordance with article 6:44 BW, i.e. payments shall first be applied against costs (of collection), then against the interest as referred to in paragraph 4, and finally, against the principal amount due.
- 11.6. In case of non-observance of Purchaser's payment obligations EI shall have the right to rescind the Agreement taking effect immediately, or to suspend (further) deliveries of products until such point in time at which Purchaser has fully observed its (payment) obligations, including payment of any interest and costs due.
- 12. Costs**
- 12.1. In addition to the obligations resulting from these General Terms and Conditions and the Agreement(s) entered into, Purchaser shall also pay any judicial and extrajudicial costs caused to EI because EI is forced to claim the fulfilment and rescission of and damages in connection with the Agreement(s) entered into from Purchaser both in and out of court.
- 12.2. Purchaser shall be obliged to pay extrajudicial costs in each case in which EI has sought legal assistance of a third party including assistance for the collection of amounts due to EI.
- 12.3. Without prejudice to any other rights and claims the extrajudicial costs shall in any case be at least 15% of the principal amount due, respectively, of the amount demanded from Purchaser by EI or demanded from EI by Purchaser, with a minimum of € 250,00 exclusive of VAT.
- 13. Right of retention**
- 13.1. EI has the right to suspend the obligation to return products held by EI as part of the legal relationship concerned, or otherwise as part of regular contacts, until Purchaser has fulfilled its obligations to compensate EI for any damage caused and pay to EI any outstanding amounts including interest and costs.
- 14. Warranty, complaints and returns**
- 14.1. EI guarantees the suitability of the products supplied by EI, the materials used by EI and their proper quality in accordance with accepted practices in the industry for a period of six months after delivery, unless agreed otherwise. EI shall not give any warranty for products not manufactured by EI itself than the warranty given to EI by its supplier(s). If desired EI will further inform Purchaser of this warranty.
- 14.2. The products supplied by EI shall comply with the legal requirements (for safety) and requirements for product composition and labelling as applicable in the Netherlands. Any different requirements made by the country of Purchaser shall be at the risk and for account of Purchaser.
- 14.3. If, during the period as referred to in paragraph 1, the products supplied by EI appear to be defective or of insufficient quality, EI shall be obliged only to replace said products by other, identical products against return of the products to be replaced or – at EI's discretion – to repay the invoice amount charged for the products to be replaced, against return of said products.
- 14.4. Without prejudice to the provisions concerning liability in these Terms and Conditions EI shall never be obliged to repair or compensate any indirect or consequential damage caused by the products replaced by EI.
- 14.5. Purchaser shall be entitled to the warranty in accordance with these Terms and Conditions only if and when Purchaser has fulfilled all its payment obligations towards EI.
- 14.6. Any complaint as referred to in this article shall contain a clear description of the complaint. Complaints submitted in a different way or submitted to third parties shall be void, and shall not be looked into.
- 14.7. Purchaser is obliged to immediately check the products by the order confirmation provided by EI, and complaints must be based on inconsistencies between that provided and the order confirmation.
- 14.8. As a further elaboration of the provision of paragraph 1, complaints with respect to visible defects or inconsistencies in quantities, dimensions and weights can be submitted only in case they have been reported to EI within three days of delivery either by telephone (followed by a written confirmation) or by email or fax.
- 14.9. The Purchaser who has not verified the products supplied for soundness, quantities, dimensions and workmanship within three days of receipt, is considered to have unconditionally approved of the delivery.
- 14.10. Subject to the provision in paragraph 15 Purchaser may submit complaints on account of hidden defects in writing within 8 days after they were first discovered.
- 14.11. Complaints will not give Purchaser the right to suspend payment of the invoice concerning the delivery of the products to which the complaint applies or payment of any other invoices.
- 14.12. EI is not obliged to look into complaints in connection with defects or mistakes in designs construction methods and such specified by or on behalf of Purchaser.
- 14.13. EI cannot be made liable under the warranty in the event of inexpert use of the products supplied by EI, or in case products supplied by EI have meanwhile been processed, repaired or otherwise changed by any third party as ordered by or on behalf of Purchaser.
- 14.14. Products supplied and accepted by Purchaser in accordance with this provision shall never be taken back.
- 14.15. Only standard products which have not yet been accepted in accordance with this article may be returned to EI within three days provided that they are undamaged and in their original packaging. Products especially ordered, adjusted and/or made to measure for Purchaser (including collections of clothing) can never be returned. In case of returns EI shall balance the costs of administration, handling and freight in connection with the returns with the invoice amount to be credited.
- 14.16. Any claim in accordance with this article shall expire six months after the invoice date of the invoice in connection with the delivery containing the products about which Purchaser wishes to complain unless agreed otherwise in writing.
- 15. Force Majeure**
- 15.1. Disruption in the company of EI due to Force Majeure (with respect to the Agreements to which these Terms and Conditions apply, between the parties Force Majeure will be considered to include the following circumstances: war, mobilisation, public unrest, flood, disruption of transport, stagnation respectively restriction or discontinuation of supplies of public utility companies, lack of resources for the production of energy, fire, accidents, strike, lock-out, trade union action preventing deliveries and/or production or making them unreasonably onerous, measures taken by the authorities, lack of supply of required materials, products and/or semi-manufactured products to EI on the part of third parties, loss of the goods intended for delivery to Purchaser and other unforeseen circumstances including those in the country of origin of goods, which disrupt normal operations in the company of EI and delay or reasonably prevent the execution of the order(s)) will result in the fact that EI is released from its obligation to observe the agreed delivery time and/or fulfil its obligation to deliver, without Purchaser having the right to claim any right to compensation of damage, costs and interest on account of that. EI shall without delay warn Purchaser in case a circumstance of Force Majeure as referred to in the previous sentence occurs.
- 15.2. In case Force Majeure must be considered permanent both EI and Purchaser may rescind the Agreement or part thereof by means of a written notification to that effect. Permanent Force Majeure shall in any case occur if Force Majeure continues for more than four months. Neither EI nor Purchaser may in such a case claim damages.

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16. Liability

- 16.1. Except as provided for by generally applicable rules of public order and the provisions of the Dutch Civil Code with respect to product liability (articles 6:185 through 6:193 BW), fulfilment by EI of its obligation to deliver, subject to the provisions of article 14 with respect to warranty and complaints, shall at any time be the only and general compensation for damage, and any other claim for damages on the part of Purchaser shall be excluded.
- 16.2. EI is never obliged towards Purchaser not being a consumer to compensate any costs, damage and interest on account of personal injury. EI is never obliged towards Purchaser to compensate costs, damage and interest on account of damage to movable and immovable property, the loss of value added to products supplied due to their becoming (partly) unusable, caused at Purchaser or any third parties, either directly or indirectly, or for damage of any other kind, unless Purchaser proves that the damage is caused by the intent or gross negligence on the part of EI, not including its employees.
- 16.3. EI is never liable towards Purchaser for damage caused to Purchaser due to claims of third parties, including own employees, with respect to damage of any kind caused by the products supplied (resold) to Purchaser by EI. The claims of third parties as referred to above shall include claims on the basis of legal provisions concerning product liability.
- 16.4. Purchaser is obliged to use the products supplied by EI as an expert, to use them in a correct way, and in any case not to use them injudiciously or use them for a purpose for which, according to objective standards, they are not suitable.
- 16.5. EI shall not acknowledge any liability for consequential or operating damage, indirect damage, loss of savings and loss of profit or turnover in any sense or in any way caused by EI unless in case of intent or gross negligence on the part of EI.
- 16.6. EI is prepared to advise Purchaser about a certain application upon request, provided that Purchaser fully informs EI in detail of the intended use. The use of the advice shall at all times be the responsibility of Purchaser itself.
- 16.7. With respect to damage which is a direct or an indirect consequence of an advice as referred to in paragraph 6 the entire content of that provision applies in full, and references to product liability with respect to damage directly or indirectly caused by an advice provided by EI shall be understood to include 'product liability and/or liability for providers of services'.
- 16.8. Purchaser shall indemnify EI for any damage caused to EI as a result of any claim for damages of any third parties, including own employees of Purchaser, with respect to damage caused by products supplied (resold) by EI, including any claims for damages on the basis of legal provisions concerning product liability and/or liability of providers of services, and claims on the basis of infringements of patents and/or other intellectual property rights on the part of EI due to the use of information, drawings, instructions with respect to products to be manufactured and or methods to be used and such, provided by or on behalf of Purchaser.
- 16.9. To the extent that EI is made liable by any third parties such as referred to in paragraph 8, Purchaser shall fully compensate to EI any costs of legal and other assistance incurred by EI on account of these claims, such as conducting a defence, negotiations and such. These costs are considered to be at least 15% of the amount of the damages claimed, without prejudice to the right of EI to make Purchaser liable for the actual costs of legal assistance.
- 16.10. Without prejudice to the provisions above EI shall never be liable towards Purchaser for an amount exceeding the price agreed with Purchaser as part of the Agreement for the delivery of the products which directly or indirectly resulted in damage, including losses due to delay.
- 16.11. In any cases in which Purchaser is under the obligation to indemnify EI on the basis of this provision, Purchaser shall also be under the obligation to immediately comply with the request of EI to indemnify EI in court proceedings.
- 16.12. The right to claim damages on account of any Agreements to which these Terms and Conditions apply, shall expire one year after the invoice date.
- 16.13. In case of resale by the Purchaser of products obtained from EI Purchaser is obliged to agree with its purchaser(s) the provisions with regard to liability as provided for by this article. In case Purchaser does not comply with this obligation EI shall not be liable for any damage caused to Purchaser on account of that.

17. Waiver of right of rescission

- 17.1. Purchaser waives its right to claim rescission of the Agreement as provided for by article 6:265 BW ff. on account of a failure to fulfil an obligation on the part of EI, unless in case of a situation as referred to in article 15 of these Terms and Conditions.

18. Intellectual property rights

- 18.1. By placing the order Purchaser declares to unconditionally agree that all intellectual property rights resulting from the models, drawings and descriptions made or used by EI as part of the performance of the Agreement, shall vest in respectively continue to vest in EI, irrespective of any contributions to the creation of such works by or on behalf of Purchaser. In case such works are provided to Purchaser, Purchaser is obliged to observe secrecy, and Purchaser shall not have the right to pass these works on to any third parties and/or reproduce these works without the written approval of EI.
- 18.2. Purchasers who professionally resell products of EI in their own name and for their own account or for account of any third party are obliged to provide the above documentation to its purchasers.
- 18.3. By placing the order Purchaser declares to unconditionally agree that all intellectual property rights in the products to be supplied by EI, shall vest (or become vested) in EI.
- 18.4. Purchaser is prohibited from removing and/or changing any signs with respect to intellectual property rights in or resulting from the products supplied by EI.

19. Applicable law and competent court

- 19.1. All offers, quotations, order confirmations and Agreements to which these Terms and Conditions apply shall be governed by Dutch law exclusively; the applicability of the Vienna Sales Convention is excluded.
- 19.2. Any disputes in connection with or resulting from Agreements entered into with, respectively offers, quotations and order confirmations issued by EI, shall be adjudicated by the competent court in the district Breda exclusively, except as otherwise provided for by any mandatory legal regulations applicable in the Netherlands.