

General Terms of Sale and Delivery of Afflex Technik B.V.

Article 1 Definitions of concepts

The following definitions are used in these general terms of sale:

- **Other Party:** the buyer/distributor/reseller of Products and/or Services who intends to conclude or has already concluded an agreement with Afflex Technik B.V., to be referred to hereinafter as: "Afflex";
- **Parties:** Afflex and the Other Party;
- **Agreement:** the arrangements laid down in writing between Afflex and the Other Party concerning the delivery of Products or Services, of which these general terms are part;
- **Products:** goods to be delivered by Afflex;
- **Services:** activities to be carried out by Afflex;
- **Intellectual Property:** copy rights, design rights, patent rights, trademark rights and similar rights which relate to (the development of) software, designs, trademarks, etc.;
- **Product Name:** a distinctive name to designate a particular Product from Afflex;
- **Word Mark:** the names, drawings, impressions, stamps, letters, numerals, shapes of Products or packaging materials and all other characters which can be used in a graphic representation, which serve to distinguish the Products or Services of Afflex;

Article 2 General

1. These general terms of sale shall apply to all offers, communications, acceptances, Agreements and the implementation thereof, as well as to all legal relationships with Afflex, with regard to Products and/or Services to be delivered to the Other Party.
2. Any general terms of delivery/purchase used by the Other Party shall be expressly rejected.
3. The Dutch text of the general terms of sale shall be determining for their interpretation.
4. These general terms shall be allowed to be deviated from in writing only.
5. In the event of contradiction special written Agreements between the Parties shall prevail over these general terms of sale.
6. If and in so far provisions in the Agreement including these general terms of sale are in conflict with mandatory statutory provisions, are void or voidable, they shall nevertheless be allocated as much significance as possible without this resulting in the contradiction, voidness or voidability concerned.
7. If there is a lack of clarity about the interpretation of one or several of the provisions of these general terms of sale, the interpretation shall take place in accordance with the following provisions:
8. If strict compliance with these conditions is not always enforced, this does not mean that the provisions of these terms are not applicable, nor that Afflex might lose thereby to any extent the right to demand strict compliance yet or in other cases.

Article 3 Offers and Agreement

1. All offers and price quotations shall be made without any engagement and no rights can be derived from them or from pictures, drawings, catalogues, specifications and communications regarding the technical qualities, etc., to be provided.
2. Without prejudice to the provisions laid down in these terms, Afflex shall have the right to decline instructions or orders at any time.
3. All written offers and price quotations shall be valid for a period of thirty (30) days after they have been issued. In the event of a written offer relating to a product which is no longer available, unless expressly agreed otherwise in writing, no rights shall be derived from oral price quotations.
4. Afflex shall not be held to an offer if the Other Party can reasonably understand that this offer contains an apparent mistake or writing error.
5. An Agreement shall be concluded by (timely) written acceptance of a written offer/quote - in default thereof - by taking delivery of Products or Services.
6. The Agreement (including these general terms of sale) comprises the complete description of the rights and obligations of the Parties and shall supersede all prior written and oral arrangements, statements, communications and/or acts of the Parties.
7. From the attempt by Afflex to improve Products on the basis of the latest technological developments the Other Party shall derive no rights to information about these product modifications nor to (free) adjustments of Products already purchased.
8. The acceptance of a composite price quotation shall not obligate Afflex to perform a part of the order at a corresponding part of the quoted price.

Article 4 Prices

1. Price quotations are made on the basis of the prices which apply at that moment. Afflex shall be entitled to change to the Other Party any increases of duties, excises, wages and purchase prices (even if caused by a change in a currency exchange rate) and/or increases which result from a competence or obligation by virtue of legislation or regulation.
2. Discounts, on whichever ground, can be claimed only if these discounts have been promised to the Other Party expressly and in writing.
3. Prices in the offer/Agreement shall be net prices, exclusive of forwarding costs, turnover tax (VAT) and other government-imposed levies. Thereof any discounts agreed have already been taken into account in these prices.
4. An amount of € 15,- shall be charged as administrative costs for orders involving an amount of less than € 100,- exclusive of forwarding costs, VAT and other government-imposed levies.

Article 5 Delivery

1. Afflex shall have the right to contract out to third parties the fulfilment of (parts of) obligations from the Agreement.
2. Periods of delivery (handover) in the Agreement shall be indicative and shall not constitute a fixed period, so that Afflex shall not be in default by the expiration of such a period without delivery or handover having taken place.
3. Delivery of Products shall take place ex works of Afflex (EXW; Ex Works; Incoterms 2000). If delivery other than ex works/workshop/warehouse was agreed, then the goods sold shall be at the expense of the Other Party as soon as they are ready for being loaded into the transport means.
4. The Other Party shall take delivery of the Products within seven (7) days after these have been made available. If the Other Party refuses to take delivery of the goods, then Afflex shall have the right to dissolve the Agreement without judicial intervention and without notice of default, without prejudice to right of Afflex to all damages.
5. If delivery is not taken timely the Products shall be stored for the account and at the risk of the Other Party.
6. Afflex shall at all times have the right to demand from the Other Party that the latter puts up security for the fulfilment of its obligations.
7. Minor deviations of Products or Services delivered from the Agreement shall not be considered as a shortcoming if the Product or Service delivered possesses the qualities which are required for a normal use thereof or for the special use which was anticipated in the Agreement.

Article 6 Call orders

1. If a call order has been agreed, the Other Party shall be obliged to adhere to the call size, to be purchased in accordance with the delivery schedule and shall also be obliged to purchase all goods mentioned in the Agreement within one (1) year after the date of the agreement.
2. The prices shall be fixed for the term of the Agreement with a maximum of one (1) year, on the understanding that changes in currency exchange rates at the time of invoicing shall be taken into account in any advantage or disadvantage. The currency exchange rate to be used as a basis shall be the rate in the Agreement.
3. If the Other Party has been granted a quantum discount which is higher than the discount to which it would have been entitled if it had purchased only the quantity called by it, then it shall be obliged to pay back the difference forthwith, without prejudice to its obligation to compensate Afflex for all losses suffered by the latter.

Article 7 Change of Agreement and Extra Work

1. If a proper realisation requires a change of the Agreement in the opinion of Afflex, the parties shall be held to achieve the required adjustment in mutual consultation.
2. Afflex shall not be held to implement the Agreement until after acceptance by the Other Party of the price quoted for the adjustment and the other conditions relating thereto, including the period of realisation. The fact that a modified Agreement is not performed or is not performed immediately shall not constitute a shortcoming on the side of Afflex.
3. Cancellation of an agreement by the Other Party shall be possible only against payment by the Other Party of all costs already incurred by Afflex and of the profit lost because of the cancellation. If Afflex has performed at the request of the Other Party any activities or other performances which fall beyond the extent of the scope of the agreed activities and/or performances, then these activities or performances shall be paid for by the Other Party in accordance with the agreed rates and, in default thereof, in accordance with the customary rates of Afflex.
4. Afflex shall never be obliged to comply with such a request and it may demand that a separate written agreement is concluded to that end.
5. The Other Party accepts that because of activities or performances as referred to in this article the agreed or anticipated time of completion of the Services and the mutual responsibilities of the Other Party and of Afflex can be affected thereby. The fact that the time of completion results from Dutch law.
6. Objections to (the amount of) an invoice shall not suspend the payment obligation.
7. In the event of late payment the Other Party shall be in default by force of law. As of the expiration of the payment period the Other Party shall owe over the amount owed the statutory commercial interest under article 6:119a of the Dutch Civil Code with a minimum of 2% per month.
8. All reasonable costs to obtain payment shall be at the expense of the Other Party in the event of non-fulfilment. The extrajudicial costs shall be determined at least at 15% of the amount to be claimed, with a minimum of € 250,-.
9. However, if Afflex has incurred higher costs which were reasonably necessary to obtain satisfaction out of court, then the costs actually incurred shall qualify for compensation. The Other Party shall also owe interest over these costs owed.
10. The reasonable costs to be compensated as referred to in the previous paragraph shall also include those of legal assistance in so far as these costs are incurred by Afflex and if the Other Party must pay the costs of the proceedings on the basis of the applicable Dutch regulations.
11. If an invoice is not settled within the payment period, Afflex may suspend all its obligations after the Other Party has been notified thereof. Afflex shall not be liable for any loss which occurs as a result of this suspension.

Article 8 Assignment of obligations

1. The Other Party shall not be allowed to assign to a third party any right or obligation resulting from the Agreement without prior written permission from Afflex.
2. Even in the event that Afflex consents thereto, the Other Party, besides the third party, shall continue to be fully responsible and liable for the fulfilment of the assigned obligations resulting from the Agreement.

Article 9 Payment and collection costs

1. Payment shall take place by means of a bank transfer within thirty (30) days after the date of invoice or after the period and in the manner and in the currency as Afflex has indicated (whether on the invoice or not) and shall have been credited to the bank account of Afflex before the latter can be held to deliver the Products or Services to the Other Party. The agreed payment periods shall be full periods.
2. In the event of payment by means of credit card or cheque the currency exchange rate costs and the transaction costs shall be at the expense of the Other Party.
3. Afflex shall be entitled to realise the Agreement in several phases and to invoice each phase realised in this way separately (in advance).
4. The Other Party shall not be entitled to levy an attachment in respect of a counter-claim or to set off any amount which it owes to Afflex against any claim which it has on Afflex.
5. Afflex may, without thereby entering into a state of default, refuse an offer to payment if the Other Party allocation of the payment to the bank account results from Dutch law.
6. Objections to (the amount of) an invoice shall not suspend the payment obligation.
7. In the event of late payment the Other Party shall be in default by force of law. As of the expiration of the payment period the Other Party shall owe over the amount owed the statutory commercial interest under article 6:119a of the Dutch Civil Code with a minimum of 2% per month.
8. All reasonable costs to obtain payment shall be at the expense of the Other Party in the event of non-fulfilment. The extrajudicial costs shall be determined at least at 15% of the amount to be claimed, with a minimum of € 250,-.
9. However, if Afflex has incurred higher costs which were reasonably necessary to obtain satisfaction out of court, then the costs actually incurred shall qualify for compensation. The Other Party shall also owe interest over these costs owed.
10. The reasonable costs to be compensated as referred to in the previous paragraph shall also include those of legal assistance in so far as these costs are incurred by Afflex and if the Other Party must pay the costs of the proceedings on the basis of the applicable Dutch regulations.
11. If an invoice is not settled within the payment period, Afflex may suspend all its obligations after the Other Party has been notified thereof. Afflex shall not be liable for any loss which occurs as a result of this suspension.

Article 10 Complaints

1. The Other Party shall be obliged to inspect or have inspected the goods immediately after delivery. In this inspection the Other Party shall verify whether the quality and/or the quantity comply with that which has been agreed in this respect.

2. The Other Party shall be obliged to affix in writing of any shortcoming immediately after reception of the goods delivered with an accurate description of the nature and the ground of the shortcoming and with presentation of the original purchase invoice. The Other Party shall not be able to invoke non-compliance of the goods delivered with that which has been agreed if this has not been notified to Afflex in writing within fourteen (14) days in the event of patent defects and within two (2) months in the event of latent defects.
3. Returned goods shall be accepted only if they are delivered under the "free destination" condition and after prior written permission from Afflex.
4. Even if the Other Party files its complaint in time, this shall not suspend its payment obligation. Also in that case the Other Party shall be obliged to take delivery of and pay for the other goods ordered.

Article 11 Intellectual property

1. The Other Party shall acquire no intellectual property rights to the Products, Software, drawings, calculations, tools, etc., manufactured and/or delivered by Afflex, unless expressly agreed otherwise in writing.
2. The Other Party shall not be authorised to render invisible or replace any (Product) name and/or any Word Mark and/or any Figurative Mark on or in the Products, Documentation, packaging materials and/or Software supplied.
3. The Other Party shall not be allowed to resell or in any other way provide to third parties the goods referred to in paragraph 1, unless Afflex has expressly granted its permission for this in writing.
4. Afflex declares that to the best of its knowledge the Product / Software does not constitute infringement of valid intellectual property rights of third parties. In the event of claims by third parties regarding an infringement of such rights Afflex may, if necessary, replace or modify the Product concerned or dissolve all or part of the Agreement.
5. The Other Party shall have the right to dissolve the agreement only in so far as maintenance of the agreement cannot reasonably be expected in the case as referred to in the previous paragraph.
6. The Other Party shall notify Afflex immediately of any claim by any third party regarding an infringement of intellectual property rights with regard to the Products. In the event of such a claim Afflex shall be entitled to conduct a defence against such a claim also on behalf of the Other Party or to take legal steps against that third party.
7. The Other Party shall refrain from taking such steps in so far as that can reasonably be expected of it. In all cases the Other Party shall lead its co-operation to Afflex.

Article 12 Retention of title

1. Without prejudice to the provisions elsewhere in these conditions the Products delivered within the framework of the Agreement shall continue to be the property of Afflex until the Other Party has properly fulfilled all obligations resulting from the (other) Agreement(s) concluded with Afflex.
2. The Other Party shall not be authorised to resell the Products covered by the retention of title, to use them as means of payment, to pledge them or to encumber them in any other way.
3. Only upon ratification by Afflex shall the Other Party be permitted to sell and deliver Products within the framework of its normal business operation to which Afflex can exercise a right of ownership. The Other Party shall clearly stipulate the retention of titles towards its customers and shall agree that the Products can be taken away on a first request as long as the purchase price has not been paid to the Other Party.
4. In the event of treatment or processing or integration Afflex shall acquire a right of co-ownership to the new product.
5. As long as the Other Party has not fulfilled its payment obligation or when there are good reasons to doubt whether this will be fulfilled (timely), Afflex shall be authorised to take back the Products delivered.
6. The Other Party undertakes the obligation to keep proper administrative records of, to insure and to keep insured the Products delivered under retention of title and to submit the insurance policy to Afflex for inspection at the latter's first request. In the event of any payment by the insurance company Afflex shall be entitled to these insurance payments.
7. The Other Party is authorised to invoke a right of retention of title with regard to Products from Afflex, nor for costs of storage, nor to set off these costs against a debt to Afflex.
8. If third parties levy an attachment on Products under retention of title, or wish to establish or exercise rights thereon, the Other Party shall notify Afflex thereof forthwith.
9. As soon as Afflex indicates that it wishes to exercise its rights of ownership referred to in this article, the Other Party hereby grants in advance unconditional and irrevocable permission to Afflex (or to third parties designated by Afflex) to access all those places where the Products are present according to the Other Party, in order to take back these Products.
10. All costs associated with the taking back as referred to in this article such as - but not limited to - costs of disassembly, transportation and legal aid shall be at the expense of the Other Party. In addition the Other Party shall be liable for the depreciation in value of goods taken back such as - but not limited to - resulting from use, damage, obsolescence and reduced salability.

Article 13 Warranties

1. Products and Services comply with the requirements and standards which can be reasonably imposed thereon at the moment of delivery in the event of normal use or special (agreed) use. The warranty mentioned in this article shall apply to Products which are intended to be used inside the Netherlands. In the event of an (anticipated) use outside the Netherlands the Other Party shall verify itself whether these Products are suitable for such use and comply with the conditions imposed on them in that foreign country.
2. A warranty is granted only if this has been expressly agreed in writing.
3. The Other Party can claim this warranty only if and in so far as all its obligations resulting from all agreements concluded with Afflex have been fulfilled.
4. The warranty period shall never exceed a period of one (1) year after delivery of the Products / Services.
5. If a factory warranty granted by a third party applies to the product delivered, then this factory warranty shall apply equally to the Products which cause Afflex and/or an intermediary.
6. The agreed warranty for mechanical parts or compositions of mechanical parts shall be based on a maximum of 8 operating hours per 24-hour period. The warranty shall be void if this number of operating hours is exceeded. The Other Party shall be obliged to provide Afflex at the latter's first request with the data necessary to determine this.
7. The above-mentioned warranty shall not apply to: software, (non-rechargeable) batteries, fuses and storage media.
8. If the Other Party lodges a complaint this shall not suspend its payment obligation. In that case the Other Party continues to be obliged to take delivery of and pay for other Products already ordered.
9. Afflex shall not be held to any warranty if and as long as the Other Party has not fulfilled its financial and other obligations.
10. The warranty shall be void if a defect in a Product has occurred as a consequence of or results from normal wear, inept or improper use, incorrect storage or maintenance, if changes have been made, Products have been attached to it which should not be attached to it, or if a Product has been processed or treated in another way than the prescribed way. The warranty shall also be void for defects which occurred after modifications or repairs carried out by the Other Party or third parties. Nor shall the Other Party be entitled to claim any warranty if the defect was caused by or is the consequence of circumstances beyond the control of Afflex, including weather conditions (such as for example but not exclusively lightning, extreme rainfall or temperatures), etcetera.
11. At the discretion of Afflex a warranty obligation can be fulfilled by either replacing (a part of) a defective Product, by repairing the defect or by paying a compensation instead thereof. The amount of this compensation shall be determined with due observance of the provisions laid down in the next paragraph of this article.
12. In the event of a replacement or repair the Other Party shall be held to return the replaced Product to Afflex. The replaced Product or the parts thereof shall become the property of Afflex.
13. In the event that a Product is returned, the forwarding costs shall be at the expense of the Other Party. Afflex shall be entitled to refuse Products which have been shipped in another way than the way described above. In the event of on-location repairs, the turning out costs and the costs of labour shall be at the expense of the Other Party.
14. In the event of a necessary replacement Afflex shall never owe more than the original purchase price to the Other Party. In that case, moreover, the Product shall first be returned to Afflex in the original state. If in meantime repairs have been carried out or changes have been made by or on behalf of Afflex or if repairs have been carried out or changes have been made with its express permission, the Product may be returned in the condition in which it was immediately after that repair or change.
15. Only if Afflex does not fulfil its obligation to replace or repair within a reasonable period after having been summoned to do that by means of a registered letter, shall it be liable for the costs of a repair by a third party at the most. However, in the event of such a repair the costs to be compensated for Afflex shall never exceed one half of the original purchase price.
16. If it is determined that a complaint is unfounded, then the costs of handling this complaint, including the examination costs on the side of Afflex, shall be at the expense of the Other Party.
17. Afflex shall not be held to any warranty for defects which have not been reported to Afflex in writing within fourteen (14) days after they were discovered. The same goes for defects which have not been reported within fourteen (14) days after they could reasonably have been detected. A notification of such a defect must therefore have been sent within fourteen (14) days after expiration of the warranty period referred to in this article.
18. By this warranty shall not be understood the maintenance and the servicing of the Product and the delivery or replacement of consumables and accessories.
19. For (the repair of) defects which are not covered (any more) by the warranty as referred to in this article all costs of repair or replacement, forwarding and return of the Product and the turning out costs, shall be charged to the Other Party. Return shipments not covered by the warranty shall be accepted only after acceptance in writing by Afflex of a written request to that end from the Other Party.

Article 14 Force majeure

1. Afflex shall not be held to fulfil any obligation if fulfilment of this obligation has become more difficult or more expensive due to a circumstance beyond the control of Afflex which is not at its expense by virtue of the law, a legal action or common opinion. In addition to that which is already stipulated about this in the law and in case law, that also applies to any external cause, both at home and abroad, unforeseen and unforeseen, whereby Afflex is not able to meet its obligations, such as war, risk of war, uprising, full or partial mobilisation, strikes, shortage of raw materials, stagnation in the delivery of goods by suppliers and unforeseen circumstances in the business, transport difficulties, import and/or export restrictions, frost, fire, epidemics, (natural) disasters and other circumstances which make the manufacture and the transport of the goods entirely or partly impossible. Afflex shall also have the right to invoke this if the circumstance which prevents (further) fulfilment of the Agreement occurs only after the expiration of a period within which Afflex should have fulfilled an obligation.
2. Afflex may suspend the obligations from the Agreement for the period that the force majeure continues. If this period continues for more than four weeks, Afflex shall be entitled to dissolve the Agreement without judicial intervention and without obligation to pay compensation for any loss whatsoever. If the Agreement is dissolved in the event of force majeure, the Other Party shall be held to pay a reasonable price for what has already been performed and/or delivered.

Article 15 Liability

1. Without prejudice to what has been laid down in these general terms, any liability of Afflex shall be limited to that which has been allowed in the Agreement.
2. The liability of Afflex with regard to the Agreement shall be limited to the warranty obligations.
3. More in particular Afflex shall not be liable for business interruption loss and/or consequential loss of any nature whatsoever, which may arise for the Other Party or for third parties as a direct or indirect consequence of (the use of) the Products or Services delivered by Afflex.
4. Afflex shall therefore be liable exclusively for direct losses resulting from the non-fulfilment of the warranty obligations. Before a compensation for such losses can be claimed, Afflex shall first be asked by means of a registered letter a reasonable period to fulfil its obligations yet or conduct or have conducted a counter-investigation into the cause of the loss by an expert agency in the field concerned. If it appears that Afflex is not liable, the Other Party shall compensate Afflex for the costs incurred at the first request.
5. Afflex shall not be liable for losses resulting from the use and/or storage of Products.
6. Afflex shall not be liable for losses resulting from intent or gross negligence of persons or for unsuitability of goods which persons or goods have been used by Afflex in the realisation of an obligation.
7. Without prejudice to the other provisions Afflex shall be liable only for (losses resulting from) shortcomings in the fulfilment of an obligation, if and in so far there has been intent or gross negligence of its managers or actual supervisors.
8. The liability of Afflex in or outside contract shall furthermore be limited in any case to (the lower of) either the amount which will be paid in the matter concerned to Afflex by its insurers, or the invoice value of that part of the Agreement to which the liability relates.
9. Without prejudice to the other provisions of these general terms and in deviation from the legal periods, all legal claims based on a shortcoming in the fulfilment of an obligation and defences based thereon against Afflex and the third parties used by Afflex in the realisation of the Agreement shall lapse by the expiration of

- one (1) year after the commencement of the day following the day on which the claim concerned became payable.
10. In the event that claims are disputed by Afflex the Other Party must have filed a claim in Court within 6 months after this dispute under penalty of being void.
11. The provisions laid down in this article as well as all other limitations and exclusions of liability mentioned in these general terms shall apply for the benefit of all (legal) persons which Afflex uses in the realisation of the Agreement.

Article 16 Protection

1. The Other Party shall protect Afflex against any claim relating to losses (including consequential loss, business interruption loss, loss of profit and loss caused by taking back goods) which are directly or indirectly the consequence of non-fulfilment, late fulfilment or improper fulfilment of the Other Party or of any other contractual or non-contractual obligation of the Other Party towards Afflex or third parties (including, but not limited to, employees of Afflex, companies with which Afflex is associated in a group or third parties of employees of third parties of Afflex).
2. With regard to any items which Afflex has in its possession in connection with the realisation of the Agreement, the Other Party shall be obliged to protect Afflex against any claims by third parties, even if such claims relate to compensation for any loss which can be associated directly with those items.
3. The Other Party shall protect Afflex against any claims by customers of the Other Party.

Article 17 Confidentiality

1. The Other Party shall keep secret the existence, the nature and the contents of the agreement as well as other business information and shall disclose anything about them without written permission from Afflex. The Other Party shall also impose this obligation on its employees.
2. In the event of violation of the first paragraph of this article the Other Party shall forfeit per full or partial violation for the benefit of Afflex an immediately payable fine of € 5.000,- (in words: five thousand euro), without prejudice to the right of Afflex to demand full indemnification.
3. Without prejudice to its other rights in that case Afflex shall be entitled if (the first paragraph of this article is violated to unilaterally dissolve all or part of the Agreement without notice of default and without judicial intervention.
4. The obligations resulting from this article shall continue to be force even after termination of the Agreement.

Article 18 Dissolution and cancellation of the Agreement

1. Each of the Parties shall only have the competence to dissolve the Agreement because of a rebuttable shortcoming in the fulfilment of the Agreement if the Other Party, in all cases after a detailed written notice of default offering a reasonable period for eliminating the shortcomings, fails in a rebuttable way the fulfilment of the essential obligations from the Agreement. Payment obligations from the Other Party and all other obligations to co-operate of the Other Party or of a third party to be used by the Other Party shall always be considered to be essential obligations from the Agreement.
2. If the Other Party has already received performances in implementation of the Agreement at the moment of the dissolution as referred to in paragraph 1, these performances and the related payment obligations cannot be revoked, unless the Other Party proves that Afflex is in default with regard to the essential part of those performances. Amounts which Afflex has invoiced before the dissolution in connection with that which it already has performed or delivered properly in implementation of the Agreement, shall continue to be fully owned with observance of the provisions laid down in the previous sentence and shall become payable immediately at the moment of dissolution.
3. If an Agreement by its nature and contents does not end by completion, has been entered into for an indefinite period of time, this Agreement can be cancelled by either of the Parties after good consultation and with statement of the reasons. If no other notice period has been agreed between the Parties, then a reasonable notice period shall be observed for the cancellation. For the determination of the reasonable period shall be taken into account among other factors, but not exclusively, the Products kept in stock by Afflex for the benefit of the Other Party.
4. Afflex shall never be held to any indemnification towards the Other Party because of cancellation.
5. The Other Party shall never be entitled to prematurely cancel a service provision agreement or an order agreement which has been entered into for a definite period of time.
6. Afflex shall be entitled to cancel all or part of the Agreement without notice of default and with immediate effect by means of a registered letter if the Other Party - whether or not temporarily - is granted suspension of payments, if a petition for the bankruptcy of the Other Party is filed, if the enterprise of the Other Party is liquidated or terminated other than for the purpose of restructuring or merging of enterprises, or if the decisive control over the enterprise of the Other Party changes. Afflex shall never be held because of this termination to pay back sums of money already received or to pay damages. In the event of bankruptcy of the Other Party the right to make use of the items made available to the Other Party shall end by force of law.

Article 19 Place of filing and change of terms

1. These terms have been filed in the Chamber of Commerce in the Hague under registration number 27136316.
2. The latest filed version or the version which applied at the time when the legal relation with Afflex came about shall always be applicable.

Article 20 Applicable law and competent court

1. Only Dutch law shall be applicable to all Agreements with Afflex, as well as to all other legal relationships between the parties which are closely related herewith, even if an obligation is carried out entirely or partly abroad or if the Other Party involved in the legal relationship is established abroad. The applicability of foreign legislation and of the Vienna Sales Convention is excluded.
2. The Court in the Hague shall be exclusively competent to take cognizance of all disputes between the Parties. Nevertheless Afflex shall have the right to submit the dispute to the Court which would have been competent without this choice of forum.

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Valid as of: 31 March 2012