

General terms and conditions Gumax®

1. General

1.1 These general terms and conditions of sale and delivery (hereinafter "these (General) Terms and Conditions") apply to all legal acts and agreements, such as but not limited to the delivery of goods (hereinafter the "Goods") and the provision of services (hereinafter the "Service") by Gumax BV, registered at Maarten de Vriesstraat 22, 5975RW Sevenum, Netherlands (Netherlands Chamber of Commerce number 55691382) (hereinafter "Supplier") to or on behalf of a counterparty acting in the exercise of a profession or business (hereinafter "Customer").

1.2 Deviations from these Terms and Conditions only apply insofar as they have been confirmed in writing by the Supplier by the legally authorised representative. It is the Customer's responsibility to ensure that its counterparty is authorised to represent.

1.3 The applicability of any general (purchase) conditions of the Customer is hereby expressly rejected.

1.4 In the event that any provision of these terms and conditions should prove to be invalid, this will not affect the legal force of the other provisions. The parties will then consult with each other regarding a new provision in accordance with the spirit of these terms and conditions.

1.5 The Customer with whom a contract has been concluded once under these Terms and Conditions agrees to the applicability of these Terms and Conditions for subsequent agreements with the Supplier, unless otherwise agreed.

1.6 If the Supplier does not always demand strict compliance with these Terms and Conditions, this does not mean that the provisions of these Terms and Conditions do not apply, nor that the Supplier would to any extent lose the right to demand strict compliance with the provisions of these General Terms and Conditions in other cases.

1.7 In the event of conflict or differences in interpretation between translations of the text of the General Terms and Conditions, the text drawn up in the Dutch language will always prevail.

1.8 If several provisions of the General Terms and Conditions used by the Supplier (could) apply to a legal relationship with the Customer, the most favourable provision for the Supplier will always apply in this case.

1.9 The Supplier is entitled to make use of third parties for the performance of its obligations. The Supplier is not liable for any damage caused by a third party.

1.10 The parties have expressly agreed on the exclusions and limitations stated in these Terms and Conditions. This distribution of risk is explicitly used as the basis for the pricing in the underlying contract.

1.11 Should it become evident that the Supplier and Customer have a long-term collaboration, both parties have the right to terminate this with a notice period of one month. This is separate from orders already accepted by the Supplier.

2. Offers

2.1 Offers and quotations from the Supplier are without obligation and do not bind the Customer and the Supplier. After receiving an order, the Supplier will process the order as soon as possible. In exceptional cases, the Supplier may not be able to execute the order. An offer accepted by the Customer can only be revoked by the Supplier free of charge within 5 (five) working days after acceptance.

2.2 All quotations and subsequent orders and/or agreements are at all times entered into under the condition precedent for the Supplier that the necessary export permission (permit, general exemption or otherwise) is given by the competent authorities (Dutch, European or otherwise).

2.3 The Customer can request a sample package from the Supplier to obtain an indication of the materials. The Customer can also experience the products in the Supplier's showroom. All data and samples provided by the Supplier serve only as an example, from which no rights can be derived. Statements of dimensions, colours, quality, performance and other properties are made with care, but the Supplier cannot guarantee that no deviations will occur. These

statements are therefore approximate and not binding. Deviations from this do not therefore count as shortcomings.

2.4 The Supplier has the right to deliver Goods with a different manufacturer or brand, provided that these Goods possess the same relevant properties.

2.5 The Supplier has the right to refuse an order without giving reasons.

2.6 Upon entering into and during the performance of the agreement, the Supplier may assume that the person acting on behalf of a company is authorised to represent this company with regard to the corresponding (legal) act.

2.7 The Customer can request cancellation or revocation of an order that has been placed. The Supplier is not obliged to cooperate with the request.

3. Prices, invoicing and payment terms

3.1 Prices are in euros. Prices are exclusive of VAT unless otherwise stated.

3.2 If the total cost price of the Goods and/or Service increases after the order, the Supplier is entitled to increase the offered or agreed price accordingly, without this entitling the Customer to full or partial dissolution of the agreement. Only if the price increase is more than 5% of the total order price can the Customer cancel the order within five working days after the disclosure of the increased price. The Supplier is never liable for compensation in the event of a price increase.

3.3 Before the Customer can collect the Goods, or before the Goods are transported, the Customer needs to have paid the entire invoice amount, including the packaging and transport costs, and these must be visibly credited to the Supplier's bank account.

3.4 The Supplier has the right at all times to set off its claims towards the Customer against debts that it has to the Customer or to one of the Customer's group companies.

3.5 In the event of non-payment or late payment, in addition to the statutory interest owed, the Customer also owes collection costs (at a minimum of 15% of the amount owed) as well as legal costs.

3.6 The Customer will ensure that the Supplier is always aware of the Customer's correct and valid VAT number or foreign equivalent and will provide supporting documentation if requested. If the Customer does not comply with this obligation, the Customer is liable for any consequences and damage.

4. Delivery

4.1 The Supplier is entitled to deliver an order in parts or to deliver several orders at once. Each partial delivery can be invoiced separately by the Supplier.

4.2 Packaging such as pallets and trestles (except wooden pallets and trestles) which are not included in the price remain the property of the Supplier and will be returned upon request at the Customer's expense.

4.3 The Customer will ensure that a qualified person takes delivery of the Goods. If the Customer does not fully cooperate with the delivery, the Supplier can recover from the Customer all damage resulting from this. The Customer, as well as its employees or hired third parties, must keep away from the performance of the work. The Customer must at all times follow the instructions of the Supplier's employees or its hired third parties. If the Customer or its employee or hired third party fails to do so, the Customer is liable for any damage caused as a result.

4.4 Glass panels may only be lifted and stored vertically. The Customer must ascertain the professional manner in which the goods must be transported and act accordingly.

4.5 The Customer is obligated to take all required or necessary safety measures with regard to the Supplier's employees, such as clearing the parking area or driveway of snow and ice.

4.6 Upon delivery, the Customer will inspect the Goods and Service and perform the customary quality checks that may be expected at that time. The Customer will only be able to make a claim with regard to shortcomings, defects or damage if these have been recorded in writing and in detail on the consignment note/delivery note upon delivery and have been reported to the Supplier in writing within 2

(two) working days. In the absence of such notice, the Goods and/ or Service will be deemed to have been delivered correctly and in accordance with the specifications.

4.7 Delivery periods start immediately after the order has been confirmed in writing by the Supplier and after the Customer has fulfilled all conditions set for this purpose, such as but not limited to payment and the provision of all necessary information to the Supplier by the Customer.

4.8 The Supplier establishes a schedule with great care. However, there may be circumstances that mean this schedule is not met. Stated delivery times are therefore indicative and cannot be regarded as a strict deadline. If any delivery period is exceeded, this will never be regarded as a shortcoming and will not entitle the Customer to dissolution or compensation for any damage suffered by the Customer or third parties.

4.9 The Supplier is at all times entitled to (partially) cancel orders of a large size or otherwise unusual orders (at the sole discretion of the Supplier), to send them in parts or to deliver them in full at once. This is entirely at the discretion of the Supplier. The Supplier can expressly not be held liable for (consequential) damage – in whatever sense, shape or extent – as a result of its actions on the basis of this article.

4.10 If the delivery is delayed, regardless of whether this is due to factors for which the Supplier is responsible, the Supplier cannot be held liable for this. The same applies to any consequential damage suffered.

4.11 If the Customer asks the Supplier to postpone the delivery, the Supplier is not obliged to cooperate with this. If the Supplier agrees to set a new delivery date, the Supplier is entitled to charge the Customer for all costs ensuing from this (such as but not limited to storage costs, safekeeping costs and mobilisation costs of personnel). When setting a new delivery date, the Supplier's internal schedule is taken into account.

4.12 The Customer must ensure that the Goods and/or Service ordered by it and any associated packaging and other information comply with the government regulations in the country of destination. The use of the Goods and the conformity with government regulations is at the risk of the Customer.

4.13 The Customer must ensure, at its expense, the timely acquisition of all permits, exemptions and other permissions and/or approvals that are important for the performance of the agreement.

4.14 Goods can only be returned if the Supplier has expressly agreed to this in writing. Returns will only be accepted in original and undamaged packaging. The total costs of a return shipment are to be borne by the Customer. A Customer must send a return request to dealer@gumax.com within three working days after receipt of the goods. Only after written approval of the Supplier may the Customer return the product(s) within two working days of the notification. If this condition is not met, the Supplier is not obliged to take back the products nor to credit the Customer for them.

4.15 If it appears, upon or after delivery, that the Customer has received products that it has not ordered, the Customer must report this to the Supplier in writing within two days of receipt of the products, failing which the Supplier is entitled to recover the sales price from the Customer.

4.16 The Customer may not offer/request additional work from employees of or third parties hired by the Supplier. If the Customer does so, it is fully liable for this. The Supplier cannot be held liable in any way for any damage that may result from this.

Provisions for collection of goods

4.17 Delivery by collection of the Goods takes place in accordance with Incoterms 2020 EXW at the Supplier's business address. Loading and unloading is at the risk of the Customer. The Customer is liable for any damage that occurs during or as a result of loading and unloading. The foregoing also applies if an employee of the Supplier assists with the loading or unloading. If the Customer hires a third party for the collection and/or transport of the Goods from the Supplier's business address, delivery will also take place in accordance with Incoterms EXW.

4.18 If the Customer makes a complaint in connection with damage or a defect in the delivered Goods, the Supplier is only obliged to

exchange or supply a replacement for the damage or defect at the Supplier's business address. The Customer is obligated to ensure that the item to be exchanged (if applicable) is available to the Supplier at the relevant location at the time of any exchange. Any additional (transport) costs are to be borne by the Customer.

Provisions for delivery of goods

4.19 Supply by means of delivery of the Goods takes place in accordance with Incoterms 2020 DAP. The Supplier may rely on the correctness of the (contact) details that it receives (in advance) from the Customer.

4.20 If damage occurs for the Customer during the process of delivery of the goods, which is caused by a party other than the Supplier, the Customer must hold the party directly liable in that case. The Supplier is not a party in such a situation.

4.21 In deviation from the DAP Incoterms 2020, the transport costs can be charged (in advance) to the Customer by the Supplier.

4.22 Delivery will only take place at an address specified by the Customer that is reasonably accessible by lorry via paved public roads and otherwise. If the address does not meet this requirement, the Supplier will deliver the Goods at the risk of the Customer as close as reasonably possible to the address specified by the Customer, at the sole discretion of the Supplier or any third party hired by the Supplier. If the Customer has the goods delivered

to a different address than initially specified (whether or not in consultation with the Supplier and/or the carrier), the Customer is liable for any resulting damage, such as but not limited to loss caused by delay, storage costs, personnel costs, et cetera.

4.23 In accordance with the DAP Incoterms 2020, the Customer is fully responsible for the costs of customs, import and any duties. The Customer will ensure that the Supplier has this documentation in a timely manner so that it can be given to the carrier if necessary. If this documentation is not received in a timely manner or is not present and this causes delays before, during or after transportation, the Customer is fully responsible for this and the Supplier can recover all additional costs for transport/consultancy or other costs from the Customer.

4.24 If the CMR Convention applies, the Supplier will provide the necessary CMR documentation.

4.25 At the agreed location and time of delivery, the Customer is obligated to provide full cooperation and the fastest possible and safest unloading, which takes place by or on behalf of the Customer and at the expense and risk of the Customer. If the Customer is not present at the time of delivery or is unable to unload the goods, the Supplier will be entitled to deliver the Goods to the delivery location at the risk of the Customer. The Customer is responsible for the additional costs and the Supplier can fully pass on these charges to the Customer.

5. Completion of service work

5.1 The agreement for the delivery of Goods does not include the placement, assembly and installation thereof, unless the Supplier has expressly entered into the commitment to do so.

5.2 If the Supplier carries out work related to the placement, assembly, installation and/or start-up of the delivered Goods, the following applies:

a) prior to installation, the Goods, including installation materials and parts, are at the risk of the Customer after actual delivery of those Goods;

b) the Customer will ensure good accessibility of the building or site so that all work can be carried out without further facilities;

c) the Supplier is not responsible for the foundation and is not obliged to disconnect and/or remove existing items;

d) the Customer will make available, free of charge, all necessary consumables, such as but not limited to energy, water, oil, auxiliary materials and lifting and hoisting equipment, and will ensure that these are safe and approved;

e) the Customer is obliged to have all preparatory work ready in a timely manner, such as but not limited to structural and electrical matters;

f) the Customer, as well as its employees or hired third parties, must keep away from the performance of the work. The Customer must at all times follow the instructions of the Supplier's employees or

third parties hired by the Supplier. If the Customer or its employee or hired third party fails to do so, the Customer is liable for any damage caused as a result.

g) The Customer is obligated to take all required or necessary safety measures with regard to the employees of the Supplier or third parties hired by the Supplier.

5.3 The Customer guarantees that the Supplier can perform all necessary work without interruption or delay. If the work is nevertheless interrupted or delayed, the Customer is liable for all additional costs. In that case, the Supplier also has the right to adjust its delivery time.

5.4 Completion of Goods placed, assembled, installed and/or started up by the Supplier takes place at the moment that the Goods are functionally operational.

5.5 The completion is confirmed in a delivery note. Comments and remarks such as but not limited to shortcomings found must be made by the parties on this delivery note. The Customer is not permitted to use the installation for commercial purposes until the delivery note has been fully signed.

5.6 Aspects of minor importance that do not affect the actual functioning of the installation are not taken into account when determining whether the installation has been delivered or completed. These shortcomings will be repaired by the Supplier in a manner and period to be specified by the Supplier.

5.7 The Supplier will make reasonable efforts to remove waste, but is not liable for damage caused by packaging waste that has not been removed.

6. Claims

6.1 Unless otherwise agreed in writing, for a period of twelve months after delivery or completion, the Supplier guarantees the proper fulfilment of the agreed performance, as is further elaborated in the following paragraphs. If the parties have agreed on deviating warranty conditions, the provisions of this article apply in full, unless this is in conflict with those deviating warranty conditions.

6.2 Under penalty of forfeiture of any right to claim, the Customer is obligated to report any deficiencies, defects or damage to the Supplier in writing, stating the nature and grounds of the defect in detail, within five working days after the shortcoming could reasonably be discovered by the Customer. Upon the Supplier's first request, the Customer will supply photos and video material as proof of the defect.

6.3 The Customer is obligated to inspect the received Goods upon or immediately after delivery and if possible to record any shortcomings on the consignment note/delivery note and to report the shortcoming to the Supplier in writing within two working days after the delivery. If deficiencies, defects and damage that could have been discovered during a customary quality check after delivery have not been reported to the Supplier in writing within five working days after delivery, the Supplier is not obligated to proceed with any activities such as replacement/refund/compensation. In that case, the Supplier is also not liable for any damage caused by the shortcoming.

6.4 If claims are submitted to the Supplier in a timely manner and if the claims are correct in the Supplier's opinion, the Supplier will proceed, at its discretion, to either refund the invoice amount for the defective part or to replace the corresponding part in a subsequent order of the Customer, or to exchange or replace the defective part, at the Supplier's discretion, at either the original delivery location or at the Supplier's business address. The Customer is obligated to ensure that the item to be exchanged (if applicable) is available to the Supplier at the relevant location at the time of any exchange. Any additional (transport) costs are to be borne by the Customer. The Customer remains fully obligated to pay for the work performed and the Goods purchased and is not authorised to offset payment. Warranty is at all times limited to the invoice amount of the defective part.

6.5 The Supplier may hire a third party to assess the claim. The Customer must cooperate with this. If the third party deems the claim unfounded, the Supplier may recover the costs of the investigation from the Customer.

6.6 All costs incurred by the Supplier in connection with an unfounded claim may be charged to the Customer by the Supplier.

6.7 After discovery of a shortcoming regarding a delivered product, the Customer is obligated to do everything that prevents or limits

damage, which expressly includes any immediate cessation of use.

6.8 Under penalty of forfeiture of all claims, the Customer is obligated to keep the Goods regarding which claims have been made at the disposal of the Supplier in order to ascertain the shortcoming.

6.9 If the Customer is not the end user of the delivered item, the costs associated with the replacement and/or repair insofar as these are related to the fact that the item is not with the Customer, such as but not limited to travel and transportation costs, are to be borne by the Customer.

6.10 Any right of claim against the Supplier lapses if:

a) the damage and/or defects have not been brought to the Supplier's attention within the stated periods and/or in the specified manner;

b) the Customer provides no/insufficient cooperation to the Supplier with regard to an investigation into the merits of the complaints;

c) the Customer has, in the Supplier's opinion, used the Goods injudiciously and/or carelessly or has not properly set up, handled, stored or maintained the Goods or if the Customer has used or handled the Goods under conditions that are unsuitable for the Goods;

d) the Goods are put into use after discovery of defects or if use of the Goods is continued after discovery of defects;

e) the Supplier has not been offered the opportunity to provide (counter/contradictory) expertise.

6.11 Rights obtained under the warranty are not transferable to third parties for the Customer.

6.12 Claims based on shortcomings in the delivered Goods or Service lapse six months after delivery or completion.

6.13 If it appears, upon or after delivery, that the Customer has received products that it has not ordered, the Customer must report this to the Supplier in writing within two days of receipt of the products, failing which the Supplier is entitled to recover the resulting damage from the Customer.

6.14 At the Supplier's sole discretion, there is no question of a shortcoming and the Customer has no right to claim in the following cases:

a) damage to consumables as well as damage as a result of repairs carried out;

b) damage caused by external causes;

c) damage due to wear and tear, improper use, improper storage, insufficient or incorrect or no maintenance, use of aggressive cleaning or abrasive agents, use of a pressure washer;

d) if an adequate delivery inspection has not taken place;

e) in the event of damage as a result of assembly, insufficient foundation or usage other than according to the intended purpose or protocol;

f) in the event of use of parts and consumables that have not been supplied or certified by the Supplier;

g) if Goods are processed or combined with products from another manufacturer or if the Customer modifies the products;

h) in the event of minor deviations with regard to finish, quality, size, weight, colour or other such characteristics that do not affect the functioning and soundness of the product;

i) if there is no shortcoming of glass in accordance with the instructions and standards from the 'Assessment of glass upon completion', which can be found on the Supplier's website;

j) in the event of leaks.

6.15 The Supplier's performance will in any event be deemed to be satisfactory if the Customer does not complain within the stipulated period and/or has put the delivered Goods/Service or a part of the delivered Goods/Service into use, edited or processed them, or has had them put into use, edited or processed or delivered to third parties.

6.16 It is the Customer's responsibility to determine whether the product is suitable for the intended use. The product details are available on the Supplier's website. It is the Customer's responsibility to take note of this information, including the installation manual. If additional information is required in order to assess suitability, the Customer must request this from the Supplier. Photos on websites or

social media are only for illustration and inspiration and no rights can be derived from them. Any right of the Customer to claim will lapse if Goods are placed or used in a manner or location for which the product is not intended or is not suitable, or where such use is not permitted.

6.17 In the event of resale of the Goods, the Customer is obligated to hand over to the end user the manuals and other necessary documents and information concerning the resold Goods before any activities are performed.

7. Force majeure

7.1. In these General Terms and Conditions, force majeure is understood to mean – in addition to what is understood in law and case law in this regard – all external causes, whether foreseen or unforeseen, over which the Supplier cannot exercise any influence, but as a result of which the Supplier is unable to fulfil its obligations. In any case, force majeure includes: strikes, absenteeism of staff, a (temporary) shortage of staff or equipment, weather conditions, delivery problems, fire, operational and technical disruptions within the company or at external parties hired by the Supplier, the lack of sufficient data at the Supplier's discretion or the provision of incorrect data by the Customer, or the lack of sufficient cooperation on the part of the Customer.

7.2. If, as a result of force majeure, the Supplier is unable to fully fulfil its obligations, each of the parties is entitled to terminate the agreement in writing for the non-executable part after explicit written notification of the force majeure by the Supplier and if the period lasts longer than 90 (ninety) days.

7.3 In the event of force majeure, the Customer is not entitled to any form of compensation.

7.4 In the event of force majeure, the Supplier retains the right to payment for the Goods/Service that have already been delivered.

8. Transfer and retention of ownership

8.1 Subject to paragraph 2 below, the ownership of all Goods will pass to the Customer upon delivery.

8.2 The Supplier retains ownership of all Goods delivered until the full purchase price, including the price for the Service or services rendered thereto, has been paid. The Customer is not permitted to sell, transfer, pledge or grant any other right to these Goods to a third party. Notwithstanding the above, the delivered Goods are at the risk of the Customer from the moment of delivery.

8.3 If the Customer fails to fulfil its payment obligations or if the Supplier has good reason to fear that it will do so, the Supplier is entitled to take back the delivered Goods under retention of title at its own discretion.

9. Suspension and dissolution

9.1 If the Customer fails to fulfil its contractual obligations, the Supplier is entitled to suspend the performance of its contractual obligations, while maintaining its other rights and claims, for as long as it reasonably deems necessary.

9.2 If the Supplier has reasonable doubts concerning the Customer's payment capacity, the Supplier is entitled to suspend its obligations until sufficient security has been provided by the Customer.

9.3 If the Customer does not fulfil its obligations under the previous paragraphs within a reasonable period, the Supplier is entitled to dissolve the agreement with immediate effect without being obliged to pay any compensation or costs. The Customer is obligated to compensate the Supplier for damage, which damage is at least the invoice amount.

9.4 The Supplier is entitled to dissolve the agreement with immediate effect without being obliged to pay compensation or costs, or to suspend performance of its obligations, in the event of cessation of operational activities, liquidation, (application for) bankruptcy and/or suspension of payment of the Customer concerned.

10. Liability

10.1 The Supplier is only liable for damage if and insofar as this is the direct and exclusive result of intent or wilful recklessness on the part of the Supplier.

10.2 Any and all legal and/or contractual liability of the Supplier will at all times end 12 (twelve) months after delivery.

10.3 The total legal and/or contractual liability of the Supplier

(including but not limited to product liability) is at all times limited to the invoice amount of the corresponding order.

10.4 The total legal and/or contractual liability can never exceed the amount paid out under the Supplier's business liability insurance in the corresponding case.

10.5 All liability of the Supplier for indirect damage, such as but not limited to consequential damage, loss of profit, business interruption, loss of goodwill and claims from end users is expressly excluded.

10.6 The aforementioned exclusions and limitations apply not only contractually but also to legal liabilities and will apply notwithstanding anything to the contrary in these Terms and Conditions or the agreement.

10.7 Damage for which the Supplier is liable is only eligible for compensation if the Customer has tried to limit it as much as possible and has notified the Supplier in writing within 7 (seven) days after the damage occurred, unless the Customer can demonstrate that it could not reasonably have reported this damage earlier.

10.8 The Supplier is not liable for damage, of whatever nature, that has arisen because the Supplier has relied on incorrect or incomplete data or information provided by or on behalf of the Customer.

10.9 The Supplier is not liable for advice or recommendations that it has given to the Customer. Any advice, recommendations and information provided by the Supplier are entirely without obligation and are given without any guarantee.

10.10 Incorrect prices and information are not binding for the Supplier.

10.11 The Supplier is never liable in the event of force majeure as stipulated in article 8 of these General Terms and Conditions.

10.12 All exclusions and limitations of liability stipulated by the Supplier also apply to any auxiliary personnel and employees hired by it.

10.13 The Customer indemnifies the Supplier against all claims from third parties.

11. Recall

11.1 If the Customer is made aware of a defect in Goods delivered by the Supplier that leads to a recall by the manufacturer/importer, the Supplier will inform the Customer of this in writing as soon as possible. If the Customer does not contact the Supplier as soon as possible after the written notification, all claims of the Customer in this regard will lapse. This then means that neither the Supplier nor the manufacturer/importer is liable for the damage suffered and to be suffered by the Customer as a result, including but expressly not limited to any consequential damage.

12. Confidentiality and intellectual property

12.1 Both during and after the execution of any order or agreement, the Customer must observe strict confidentiality with regard to any and all commercial and technical information and know-how, including but not limited to information about the Supplier's products, prices, customers, logistics, suppliers and other relationships (hereinafter "Confidential Information"). Information is considered confidential unless information has been designated by the Supplier as non-confidential and/or has already been deliberately published by the Supplier in any way.

12.2 The Supplier retains all intellectual property rights, such as but not limited to database rights, model rights and copyrights, know-how, patents and rights to inventions, information, data or processes. This right applies in all cases, whether registered or not, and including the right to proceed with registration. All carriers of intellectual property or Confidential Information remain or become the property of the Supplier and may not be copied, shown to third parties or used in any other way without the express written permission of the Supplier's management, regardless of whether the Supplier has been charged for the costs of manufacture or provision. The Customer is obliged to hand over these carriers to the Supplier upon the Supplier's first request. The Customer is not permitted to copy or imitate the Supplier's products. The Customer is not permitted to present itself as a dealer and/or to use the Supplier's logo, brands, photos, videos, brochures, publications, documents and/or renders without the Supplier's prior written permission. The Customer is also not permitted to include the Supplier's brand names in the Customer's URL or otherwise falsely create the impression that the Customer's business is affiliated with the Supplier.

12.3 If the Customer directly or indirectly makes a publication in any way (including traditional media, digital media or social media) that may harm the interests of the Supplier, the Client is liable towards the Supplier for the resulting damage.

12.4 If the Customer acts contrary to this article and/or infringes the Supplier's intellectual property rights, the Customer will forfeit an immediately due and payable fine of €10,000.00 as well as a fine of €1,000.00 for each day that the violation continues, without prejudice to the Supplier's right to instead claim full compensation plus costs and interest insofar as the actual damage suffered exceeds the stipulated fine.

13. Applicable law and choice of forum

13.1 Dutch law applies.

13.2 The competent civil court, based on the location of the Supplier, has exclusive competence to adjudicate on disputes between the Supplier and the Customer.

13.3 Application of the Vienna Sales Convention is excluded.