

General Terms and Conditions of Sale and Delivery of Zuidberg

1. DEFINITIONS

Zuidberg:	Zuidberg North America Inc.;
Services:	All (additional) services and/or work, technical or otherwise, of any nature whatsoever, performed by Zuidberg, in the broadest sense;
Agreement:	All agreements between the Parties concerning the sale/purchase and delivery of Goods by Zuidberg to the Client and/or the provision of Services by Zuidberg to the Client;
Parties/Party:	Zuidberg and the Client jointly or each of them individually;
Goods:	All products offered for sale or sold and delivered by Zuidberg pursuant to this Agreement;
Terms and Conditions:	These General Terms and Conditions of sale and delivery of Zuidberg;
Client:	Any natural person or business entity with whom Zuidberg and its employees deal in the course of its business, including representative(s), agent(s), successor(s) and including visitors of the Zuidberg website.

2 APPLICABILITY

- 2.1 These Terms and Conditions apply to all offers of Zuidberg and exclusively govern the relationship between Zuidberg and Client, and any Agreement or other agreements between Zuidberg and Client, and any subsequent amendment to any agreement or the Agreement, including any agreements for Goods or Services that are provided to a Client free of charge, are intended solely for advertising purposes, or are samples. These Terms and Conditions shall be applicable even if Zuidberg uses third parties to deliver Goods and/or Services.
- 2.2 No other terms and conditions shall be binding upon Zuidberg unless accepted by it in writing. Zuidberg expressly rejects any general terms and conditions used by Client. Client may issue a purchase order for administrative purposes only. Additional or different terms and conditions contained in any such purchase order will be null and void and do not bind Zuidberg.
- 2.3 In case of invalidity of one or more provisions of the Terms and Conditions, the remaining provisions of the Terms and Conditions will continue to apply to the Agreement. The Parties will consult each other on replacing the relevant

provision of the Terms and Conditions by a provision which is valid.

- 2.4 In so far as an Agreement deviates from one or more provisions of the Terms and Conditions, the provisions of the Agreement will prevail. The remaining provisions of the Terms and Conditions will in that case continue to apply to the Agreement.

3 OFFERS AND ACCEPTANCE

- 3.1 All offers of Zuidberg are non-binding and may be revoked at any time, unless Zuidberg stated otherwise in writing. Any amendments made by Zuidberg in writing shall entail a new offer, automatically revoking the previous offer. Any amendments by Client of a Zuidberg offer will be deemed a new offer by Client, which Zuidberg may accept or reject in its sole discretion.
- 3.2 Offers will only be deemed accepted by Zuidberg if it does so in writing, or if Zuidberg starts performing under a written offer of the client. All information, data or undertakings provided verbally or in documentation, price lists or other material related to Goods and/or Services, whether in electronic or any other form, are binding only to the extent that they are by reference expressly included and confirmed in writing in the Agreement with Zuidberg.
- 3.3 Client can only accept Zuidberg offers in writing and Zuidberg may cancel any accepted offer within seven (7) days of the date of receipt of the written acceptance by Zuidberg. Zuidberg cannot be held liable for any damages in connection to such cancellation.
- 3.3 Zuidberg will confirm an assignment given by the Client by means of an order confirmation. If the Client does not object within three (3) days of receipt of the order confirmation, the assignment as described in the order confirmation will be deemed accepted.
- 3.4 All offers are based on the information and documentation provided by Client, and Zuidberg may rely on the accuracy thereof. Client warrants the accuracy, completeness and reliability of the information and documentation, even if it originates with or is acquired from third parties. The Client indemnifies Zuidberg in connection to any damages, including attorney fees, as a result of any third-party claims relating to the use of drawings, documentation and suchlike provided by or on behalf of the Client.
- 3.5 If an offer is made at the request of the Client and this offer is not accepted, Zuidberg will be entitled to charge the Client for all expenses incurred in connection with the offer.

4 PRICES AND PAYMENT

- 4.1 Configurations and prices of Goods and/or Services are subject to change at any time, and Zuidberg shall at all times be entitled to modify price lists, brochures, printed matter, quotations and other documents. However, Client may cancel an Agreement by written notice within seven (7) days of the notification of the price change, if the latest price increase exceeds ten (10) per cent. Zuidberg will not be liable for any damages in connection to such termination. Client will not be entitled to make written objections for modifications to configurations and prices made by Zuidberg as a result of circumstances that were unforeseeable at the time the Agreement was entered into, including but not limited to a newly-enacted right or obligation under the law, or a material increase in the price of raw materials.
- 4.2 All prices are exclusive of, and Client shall pay, all taxes, duties, levies or fees, or other similar charges imposed on Zuidberg or Client by any taxing authority (other than taxes imposed on Zuidberg's income), related to Client's order, unless Client has provided Zuidberg with an appropriate resale or exemption certificate for the delivery location, which is the location where Goods are used or Services are performed. In case of changes in law such that a tax is levied that is or becomes irrecoverable with a consequent increase to the costs to Zuidberg of delivering the Goods and/or Services, whereby and to such an extent Zuidberg is entitled to increase its prices accordingly and retro-actively. Prices stated in an offer (including a price list provided by Zuidberg) or an Agreement are in US dollars.
- 4.3 All prices are exclusive of, and Client shall pay, all costs and expenses for the packaging, packing, loading, transport, dispatch, unloading and/or insurance, which shall be charged to Client at actual cost and/or customary rates, unless otherwise agreed in writing.
- 4.4 If the Client places an order with Zuidberg without explicit agreement on a price, it will, irrespective of any offers made or prices charged earlier, be carried out at the Zuidberg standard price applicable at the time of the start of the performance of the Agreement.
- 4.5 Zuidberg will be entitled at all times, based on its assessment of the creditworthiness of the Client, to demand additional security or full or partial advance payment to ensure compliance with all payment obligations, whether due and payable or not. If and as long as the Client fails to provide security or to make a full or partial advance payment, Zuidberg will be authorized to suspend its obligation to deliver.
- 4.6 Payment must be made within thirty (30) days of the invoice date, unless agreed otherwise in writing. Payment must be made into the bank account(s) designated by Zuidberg. The moment of payment will be deemed to be the moment at which Zuidberg receives confirmation from its bank that the amount concerned has been credited to the account.
- 4.7 If payment of an invoice has not been made in full within the stipulated period of time, the Client will immediately be in default by operation of law, without any further notice of default being required, and from the due date of the invoice concerned will be liable to pay interest of 2% per month, or the highest rate allowed by law, if lower, part of a month being counted as a full month.
- 4.8 If the Client is in default of payment of any invoice as referred to in Article 4.7, all other outstanding invoices will be immediately due and payable without any further action from Zuidberg being required.
- 4.9 Payments made by the Client will be used first to settle costs and interest due, and then to settle the outstanding invoices which have remained unpaid the longest, even if the Client states that a particular payment is to settle a different invoice.
- 4.10 The Client is not permitted to suspend its payment obligations to Zuidberg or set them off against payment obligations of Zuidberg to the Client.
- 4.11 Zuidberg is entitled to set off all claims against the Client against any amounts owed by Zuidberg (and its affiliated companies) to the Client or to natural persons or legal persons affiliated with the Client.
- 4.12 All Zuidberg's claims against the Client become due and payable immediately in the following cases:
- (a) if after the conclusion of the Agreement circumstances have come to Zuidberg's attention that give it good reason to fear that the Client will not fulfil its obligations, which is at Zuidberg's discretion;
 - (b) if on conclusion of the Agreement Zuidberg asked the Client to provide security for the fulfilment as referred to in Article 4.5 and this security is not forthcoming or is insufficient;
 - (c) in the event of the Client's liquidation, insolvency, or if a moratorium is applied for.

5 DELIVERY

- 5.1 Zuidberg shall deliver the Goods and/or Services in accordance with the Agreement. Delivery times and dates are merely estimates, as well as lead times or any other deadlines, and Zuidberg cannot be held liable for any damages as a result of delay in delivery of the Goods and/or Services. Unless otherwise agreed in writing, failure to meet delivery times or delivery dates stated shall never be considered fatal, and if the time for delivery is exceeded, Client shall notify Zuidberg of such in writing. Client shall not be entitled to cancel or terminate the Agreement, or to claim any damages.
- 5.2 The delivery time stated by Zuidberg starts running as soon as agreement has been reached on all details, including technical details, all necessary information and suchlike is in possession of Zuidberg and all conditions necessary for the performance of the Agreement have been complied with.
- 5.3 When determining the delivery time it is assumed that Zuidberg will be able to perform the assignment in the circumstances existing at the time of concluding the Agreement.
- 5.4 In the event of different circumstances to those known to Zuidberg at the time of concluding the Agreement, Zuidberg may extend the delivery time by the amount of time required to perform the Agreement in the changed circumstances. If, as a result of the above, work cannot be fitted in Zuidberg's schedule, it will be carried out or completed as soon as Zuidberg's schedule permits.
- 5.5 In case of a suspension of obligations by Zuidberg on account of a shortcoming, default, or breach of the Agreement by the Client, the delivery time will be extended by the duration of the suspension. If, as a result of the above, any work cannot be fitted into Zuidberg's schedule, it will be carried out or completed as soon as Zuidberg's schedule permits.

6 TRANSPORT, RISK AND DELIVERY OF GOODS

- 6.1 The risk of the Goods to be delivered to the Client will pass to it ex Zuidberg's warehouse (i.e. Ex Works, as included in the most recent version of ICC Incoterms). All Goods will at all times be transported at the risk of the Client. Unless the Client requests of Zuidberg at least fourteen (14) days before the delivery date that the Goods be insured during transport at the expense of the Client, the Goods will be transported uninsured by or on behalf of Zuidberg.
- 6.2 Unless the Parties have expressly agreed otherwise in writing, export and import duties, clearance charges, taxes and any other government levies relating to the transport and

delivery of the Goods by Zuidberg, of whatever nature, will be paid by, and/or charged to the Client.

- 6.3 Zuidberg has fulfilled its obligation to deliver by making the Goods available to the Client on the agreed date at its warehouse. The delivery document signed by or on behalf of the Client and/or the relevant appendices of the carrier will constitute conclusive proof of delivery by Zuidberg of the Goods stated in the delivery document and/or the relevant appendices.
- 6.4 An offer for delivery by Zuidberg of the Goods ordered by the Client will be considered equivalent to the delivery of these Goods. Client must accept delivery of Goods and/or Services during normal business hours, failing which all costs arising thereof (including storage charges and freight charges) shall be charged in conformity with Zuidberg rates or local charges. Zuidberg is entitled to make partial deliveries. If the Client refuses to accept the Goods offered for delivery, Zuidberg will store the Goods concerned at a location to be decided by Zuidberg for fifteen (15) days after the date of offering. After the expiry of this period Zuidberg will no longer be obliged to keep the Goods available for the Client and will be entitled to sell the Goods to a third party or to dispose of them in any other way. The Client will, however, remain obliged to comply with the Agreement by taking possession of the Goods concerned should Zuidberg so demand at the agreed price and is also obliged to compensate Zuidberg for the loss arising from the Client's initial refusal to accept the Goods concerned, including storage and transport costs.

7 RETENTION OF TITLE AND SECURITY

- 7.1 All Goods delivered will remain the exclusive property of Zuidberg until such time as the Client has complied with all of its obligations arising from or in connection with the Agreement or Agreements, including claims relating to penalties, interest and costs. Until that time the Client undertakes to store the Goods delivered by Zuidberg separate from other goods and clearly marked as Zuidberg property and to take out and maintain sufficient insurance.
- 7.2 As long as the Goods delivered are subject to retention of title, the Client may not encumber or sell these Goods outside its normal business operations.
- 7.3 After Zuidberg has invoked its retention of title, it will be entitled to recover the Goods delivered. The Client must allow Zuidberg to access the premises where the Goods are stored.
- 7.4 In addition or in the alternative, at Zuidberg's sole discretion, Zuidberg may require a purchase money security interest or letters of credit, or

any other form of security, such as but not limited to security under UCC Chapter 9, at all times. If requested by Zuidberg, Client will authorize Zuidberg to file a financing statement reflecting a purchase money security interest and Client will record such purchase money security interest on its books. If Client does not meet Zuidberg's request to provide security, Zuidberg shall be entitled to terminate the agreement or to suspend its obligations.

8 INSPECTION, ACCEPTANCE, AND WARRANTY

- 8.1 The Client is obliged to inspect the Goods and/or Services delivered by Zuidberg immediately on delivery for any visible defects. If visible defects are found, the Client must notify Zuidberg of this in writing, giving reasons, within a period of fourteen (14) days from the date of delivery, failing which the Goods and/or Services delivered will be deemed accepted.
- 8.2 Other defects to the Goods and/or Services delivered must be reported to Zuidberg in writing within sixty (60) days of their discovery, or after they reasonably could have been discovered, failing which the Goods and/or Services delivered will be deemed to have been accepted.
- 8.3 If Parties disagree whether or not there is a defect, an independent expert will be engaged. The expert, who cannot be an employee or current business partner of Zuidberg, will be appointed by Zuidberg. The relevant costs will be borne by the Party that, for the most part, failed in its claim, unless agreed otherwise.
- 8.4 THE SOLE AND EXCLUSIVE REMEDY FOR ALLEGEDLY DEFECTIVE GOODS OR SERVICES IS THE REPLACEMENT OR REPAIR AT ZUIDBERG'S SOLE DISCRETION, OF SUCH GOODS OR SERVICES, OR PARTS OF SUCH GOODS OR SERVICES, AT NO COSTS FOR CLIENT.
- 8.5 Complaints of any nature whatsoever relating to the performance of the Agreement by Zuidberg do not suspend the Client's payment obligation and may only be communicated to Zuidberg in writing.
- 8.6 No obligation whatsoever rests on Zuidberg concerning a complaint submitted if the Client has not fulfilled all its obligations towards Zuidberg (both financial and otherwise) in time and in full.
- 8.7 A complaint concerning the Goods and/or Services delivered by Zuidberg cannot affect Goods and/or Services delivered earlier or yet to be delivered, even if these have been or will be delivered in the performance of the same Agreement.
- 8.8 A warranty period of eighteen (18) months as of the date of delivery as shown by the relevant shipping documents applies to Goods delivered

by Zuidberg. The warranty conditions are included in the 'General Warranty Conditions of Zuidberg', which conditions form an integral part of these Terms and Conditions and can be accessed and consulted on the website of Zuidberg.

- 8.9 EXCEPT AS UNAMBIGUOUSLY AND EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, AND THE GENERAL WARRANTY CONDITIONS OF ZUIDBERG, ZUIDBERG MAKES NO REPRESENTATIONS OR WARRANTIES IN CONNECTION TO ITS GOODS AND SERVICES, INCLUDING WARRANTIES ABOUT ITS GOODS' MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT (WHETHER EXPRESS, IMPLIED OR STATUTORY), UNLESS EXPLICITLY MADE AND PROVIDED BY ZUIDBERG IN WRITING TO CLIENT. ANY UNAUTHORIZED MODIFICATIONS, UNAUTHORIZED MAINTENANCE, AND UNAUTHORIZED REPAIRS OF ANY GOODS WILL RENDER THE WARRANTY NULL AND VOID.

9 TERMINATION

- 9.1 The Client cannot terminate the Agreement for convenience. If Client believes that Zuidberg has failed to materially perform under the Agreement, it must notify Zuidberg in writing, and allow thirty (30) days for Zuidberg to cure such material default.
- 9.2 Zuidberg is entitled in its sole and absolute discretion to suspend its performance (including future partial deliveries) if Client fails to meet any of its obligations, or if Zuidberg reasonably expects that Client will not fulfil its obligations. If the cause for suspension continues for more than five (5) days, Zuidberg may, at its own discretion, terminate the Agreement without any notice period. Zuidberg will not be liable for any damages in connection to the suspension of its performance or the termination of the Agreement.
- 9.3 Notwithstanding the above and without any obligation to return any service fee or prepaid expenses, Zuidberg may terminate the Agreement at any time and without any notice period and without any liability: (i) if Zuidberg reasonably suspects that Client is using Goods and/or Services to breach the law or infringe third party rights; (ii) if Zuidberg reasonably suspects that Client is using Goods and/or Services without authorization or fraudulently, or that Goods and/or Services provided to Client are being used by a third party without authorization or fraudulently; (iii) for a force majeure event that continues for more than thirty (30) days upon notice; (iv) if Client fails to pay any amounts due to Zuidberg; (v) if required due to change in laws/regulation by a regulator or authority with a lawful mandate, or by any of

- Zuidberg's partners; (vi) the bankruptcy of the Client has been applied for; (vii) an attachment is levied on all of parts of the assets of Client; (viii) Client is liquidated or discontinued; and/or (ix) Client is in violation of any applicable laws or regulations.
- 9.4 If the Agreement is terminated on one or more of the grounds referred to above in Article 9.2 and/or 9.3, Zuidberg will be entitled to compensation from the Client for any damages incurred by it.

10 LIABILITY, LIMITATION OF DAMAGES, AND INDEMNIFICATION

- 10.1 ZUIDBERG DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY IN RELATION TO GOODS AND/OR SERVICES. NEITHER ZUIDBERG NOR ITS OFFICERS OR AFFILIATES MAY BE HELD LIABLE WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER FORM OF LIABILITY FOR ANY CLAIM, DAMAGE, OR LOSS, (AND CLIENT HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION), ARISING FROM OR RELATING TO ALL SUCH GOODS AND/OR SERVICES.
- 10.2 IN NO EVENT SHALL ZUIDBERG, ITS AFFILIATES OR ITS LICENSORS BE LIABLE, HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER FORM OF LIABILITY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF INCOME, BUSINESS, SALES, PROFITS (WHETHER ACTUAL OR ANTICIPATED) OR INTERRUPTION OF BUSINESS.
- 10.3 NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT TO THE CONTRARY, ZUIDBERG'S AGGREGATE LIABILITY FOR ALL CLAIMS OF ANY KIND SHALL NOT EXCEED THE AMOUNT COVERED AND PAID OUT BY ZUIDBERG'S INSURANCE OR FIFTY (50) PER CENT OF THE TOTAL PAID BY CLIENT FOR THE GOODS AND/OR SERVICES IN CONNECTION TO WHICH THE DAMAGING EVENT OCCURRED, WHICHEVER IS LESS.
- 10.4 THE LIMITATIONS ON ZUIDBERG'S LIABILITY ABOVE SHALL APPLY WHETHER OR NOT ZUIDBERG, ITS EMPLOYEES, LICENSORS OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES ARISING.
- 10.5 Client agrees to defend and indemnify Zuidberg, its present and future officers, directors, shareholders, employees and agents, and to hold each of them harmless from and against any claim, demands, causes of action, damages, liabilities, costs and expenses, including reasonable attorney's fees, arising from Client's or its customer's specific use of a Good, including

product liability claims or actions, unless such action is solely related to the Good itself and has no bearing with the use or combination with other products.

- 10.6 Client undertakes and agrees to obtain and keep in full force and effect at all times valid policies of insurance against all liabilities, risks and losses (including but not limited to the losses caused by any unlawful act on the part of any person and liabilities based on product liability claims) in respect of Client's business relating to the Goods and Services.

11 FORCE MAJEURE

- 11.1 Force majeure means a shortcoming in Zuidberg's performance of an Agreement which cannot be attributed to Zuidberg.
- 11.2 Force majeure as referred to in Article 11.1 includes, but is not limited to, shortcomings as a result of:
- (a) failures of and/or serious disruptions to the production process at suppliers of Zuidberg, including utility companies;
 - (b) failure by third parties to deliver the necessary materials;
 - (c) wilful misconduct or gross negligence of auxiliary persons;
 - (d) strikes;
 - (e) excessive sickness absence of Zuidberg's personnel;
 - (f) fire;
 - (g) weather conditions (such as floods);
 - (h) government measures, including import and export prohibitions and impediments;
 - (i) war, mobilization, disturbances, riots, state of siege;
 - (j) sabotage;
 - (k) traffic congestion;
 - (l) machinery breakdown.
- 11.3 In the case of force majeure, Zuidberg has the choice of either suspending the performance of the Agreement until the situation of force majeure has ceased to exist or, whether or not having originally chosen to suspend performance, to terminate all or part of the Agreement. In either case the Client is not entitled to any compensation. If the period in which Zuidberg is unable to comply with its obligations for reasons of force majeure is longer than thirty (30) days, the Client will also be entitled to terminate part of the Agreement (with respect to the future), with the proviso that Zuidberg, in accordance with Article 14.4, will be

entitled to send an invoice for the work already performed. In case of partial termination there will be no obligation to compensate for loss, if any.

- 11.4 If Zuidberg has met its obligations in part at the time the force majeure occurs or can only partially comply with its obligations, it will be entitled to invoice that part separately. The Client will be required to pay this invoice as if it were a separate Agreement.

12 CONFIDENTIALITY

- 12.1 Confidential Information means (i) the existence and terms of any agreement between the Parties and (ii) any non-public, confidential or proprietary information relating to a disclosing Party, whether or not technical in nature, including any that is designated by the disclosing Party as Confidential Information at the time of its disclosure, either by a written or visual confidentiality designation, or otherwise if such information would, under the circumstances, appear to a reasonable person to be confidential or proprietary. Notwithstanding the foregoing, Confidential Information does not include information, technical data or know-how which: (i) is in the public domain at the time of disclosure or becomes available thereafter to the public without restriction, and in either case not as a result of the act or omission of the receiving Party; (ii) is rightfully obtained by the receiving Party from a third party without restriction as to disclosure; (iii) is lawfully in the possession of the receiving Party at the time of disclosure by the disclosing Party and not otherwise subject to restriction on disclosure; (iv) is approved for disclosure by prior written authorization of the disclosing Party; or (v) is developed independently and separately by either Party without use of the disclosing Party's Confidential Information.
- 12.2 Each Party agrees that it will safeguard the confidentiality of the Confidential Information supplied by the other Party and that it will observe the same due care with respect to such information as it would observe with respect to its own Confidential Information. The other Party shall not sell, copy and/or distribute in any way Confidential Information to third parties, without disclosing Party's prior written consent, which consent may be granted or withheld in such Party's sole and absolute discretion.
- 12.3 Each Party agrees that it will restrict the circle of employees or third parties it retains who have access to the other Party's Confidential Information as much as possible and provide such access only on a need to know basis and after binding such employees and third parties to the same level of confidentiality as set forth in these Terms and Conditions.

- 12.4 Immediately following the receipt of a written request to this effect by the disclosing Party the receiving Party will return any and all Confidential Information received from the disclosing Party or destroy such Confidential Information, if the disclosing Party so requests.

13 INTELLECTUAL PROPERTY RIGHTS

- 13.1 All intellectual property rights, e.g., patents, copyrights, trademarks, designs, models, know-how and all proprietary and/or commercial rights and trade secret rights, tools, documentations, etc., in relation to the Goods and/or Services, including modifications thereto, delivered and/or used by Zuidberg, are owned by Zuidberg or its licensor(s). No transfer or other grant of rights is given to Client, unless explicitly stated in writing. This applies even if Goods and/or Services have been specifically designed, developed or compiled for the Client.
- 13.2 Client will have a personal non-exclusive and non-transferable license to use the Goods and/or Services and other material according to these Terms and Conditions and the Agreement, solely for Client's personal use while the Client complies with the terms of the Agreement and these Terms and Conditions.
- 13.3 Unless otherwise agreed in writing, Client may not make modifications to the Goods, nor allow or enable any third parties to do so. Client may not, nor may enable and/or allow third parties to copy or reverse engineer any Goods.
- 13.4 Unless otherwise agreed in writing, Client shall not be permitted to affix any other trademark to the Goods, or to remove any copyright, trademark or other proprietary rights notices on same, or to use the relevant mark in any other way, or to register it in Client's own name, and specifically Client shall not be permitted to register any patent involving, based upon, or for any of the Goods and/or Services.
- 13.5 If a third party threatens to infringe any of the intellectual property rights of Zuidberg and Client has knowledge of it, Client is obliged to alert Zuidberg immediately and to take all measures necessary to prevent the infringement.

14 DOCUMENTATION

- 14.1 Unless otherwise agreed in writing, Client may not make modifications to any warning labels, and/or instruction manuals, and/or warranty certificates, and/or any other documentation attached to, or delivered with any of the Goods. Client must keep such documentation in readable condition at all times, and must ensure that any user and/or subsequent owner of the Goods has access to such documentation at all times.

15 ASSIGNMENT

- 15.1 Client is not permitted to assign, delegate or otherwise transfer the Agreement or any rights hereunder. Any such attempted assignment, delegation or transfer will be null and void. Zuidberg is permitted at its sole discretion to assign the Agreement or any rights or obligations hereunder to any third party, without giving prior notice.

16 ENTIRE AGREEMENT

- 16.1 The Agreement and these Terms and Conditions contain the entire agreement between Zuidberg and Client regarding Client's purchase of the Goods and/or Services, and supersedes and replaces any previous communications, representations or agreements, or Client's additional or inconsistent terms, whether oral or written.

17 NO WAIVER

- 17.1 The failure to exercise, or delay in exercising, a right, power or remedy provided by the Agreement or these Terms and Conditions or by law shall not constitute a waiver of that right, power or remedy. If Zuidberg waives a breach of any provision of these Terms and Conditions or the Agreement, this shall not operate as a waiver of a subsequent breach or that provision or as a waiver of a breach of any other provision.

18 NO BENEFICIARIES

- 18.1 Any agreement between the Parties is for the sole benefit of the Parties thereto and, except as otherwise contemplated therein; nothing therein expressed or implied shall give or be construed to give any person, other than the Parties thereto, any legal or equitable rights thereunder.

19 NO PARTNERSHIP

- 19.1 Nothing contained in any agreement between the Parties shall be read or construed so as to constitute the relationship of principal and agent or of partnership between the Parties. Neither of the Parties may pledge or purport to pledge the credit of the other Party or make or purport to make any representations, warranties, or undertakings for the other Party.

20 INJUNCTIVE RELIEF

- 20.1 Client acknowledges that Zuidberg shall suffer irreparable injury in case of breach of the obligations under Articles 12 and 13. Accordingly, in the event of such breach, Client acknowledges

that Zuidberg will be entitled to injunctive relief in any state or federal court of competent jurisdiction within the States of Iowa, New York, and/or in any other state in which Client maintains offices. Client further submits to the personal jurisdiction of such courts for the purposes of any such action.

21 APPLICABLE LAW AND ARBITRATION

- 21.1 Unless stated otherwise in writing, any and all agreements between the Parties shall be governed by and construed in accordance with the laws of the State of New York, notwithstanding conflict of law principles, and without giving effect to the United Nations Convention on the Contracts for the International Sale of Goods. All disputes and controversies arising out of or relating to these Terms and Conditions or the relationship of the Parties shall be finally and bindingly resolved under the International Arbitration Rules of the American Arbitration Association in front of a sole arbitrator. The place of arbitration shall be New York, New York. The language of the arbitration shall be English. Any award, verdict or settlement issued under such arbitration may be entered by any party for order of enforcement by any court of competent jurisdiction. ANY CAUSE OF ACTION AGAINST ZUIDBERG, REGARDLESS WHETHER IN CONTRACT, TORT OR OTHERWISE, MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

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