

GENERAL TERMS AND CONDITIONS OF SALE of VENCOMATIC GROUP B.V.

1. General, definitions and applicability

- 1.1 These General Terms and Conditions of Sale, hereinafter referred to as: "General Terms", will apply to and form an integrated part of all offers, quotations, proposals and project propositions, hereinafter referred to as: "Offer(s)" from Vencomatic Group B.V. or any of its affiliated companies, hereinafter referred to as: "VMG", of any order confirmation, hereinafter referred to as 'Order Confirmation', and of any agreements, including agreements under negotiation, hereinafter referred to as: "Agreements", concerning the sale by VMG and the purchase by any customer, hereinafter referred to as: "Customer", of any equipment, objects, machines, installations, works, parts, hereinafter also referred to as: "Products", and / or (consultancy) services, hereinafter referred to as: ("Consultancy") Services", unless agreed differently explicitly and in writing by VMG.
- 1.2 A reference in this Agreement to the singular includes the plural and vice versa.
- 1.3 The applicability of any terms and conditions of Customer is hereby explicitly excluded.
- 1.4 In the event that VMG concludes Agreements with Customer more than once, these General Terms will apply to all subsequent Agreements, irrespective of whether or not same have been explicitly declared applicable.
- 1.5 VMG will be entitled to update and/or amend the General Terms regularly and by and as of the moment of notifying the Customer of such update or amendment or by sending Customer the updated or amended General Terms, these revised General Terms will apply to all (future) dealings between VMG and Customer.
- 1.6 If one or more provisions in the General Terms are null and void or are nullified, the remaining provisions of the General Terms will continue to apply.
- 1.7 For delivery of Software licenses or Software as a Service separate conditions do apply.

2. Offers, Agreements

- 2.1 All Offers made by VMG can be revoked at any time, unless a term for acceptance is stated in the Offer.
- 2.2 An Agreement will only be considered to be concluded at the time and to the extent to which VMG has explicitly agreed to it by means of a specified Order Confirmation or other similar document containing all the material terms and conditions of the Agreement.

3. Prices

- 3.1 The agreed price is the price or rate quoted by VMG in the Offer, Agreement or the Order Confirmation. Unless otherwise agreed upon in writing, prices will be stated in euros, exclusive of VAT and other government levies, charges, taxes, storage, shipment, packaging, transport, installation, commissioning or training charges, costs of repair, maintenance, and are based on Free Carrier "FCA" (Incoterms 2020) delivery.
- 3.2 Unless the prices have been indicated as firm by VMG, VMG is entitled to increase the prices of the Products and Services still to be delivered if the cost price determining factors have been subject to an increase and the time between signing of the Offer/Agreement or the Order Confirmation and the last loading date exceeds 90 days. These factors include but are not limited to: raw and auxiliary materials, energy, products obtained by VMG from third parties, wages, salaries, social security contributions, governmental charges, freight costs and insurance premiums. VMG shall notify Customer of such increase.
- 3.3 In case there is more than 90 days between the signing of the Offer/Agreement or the Order Confirmation and the last loading date, VMG's prices may also be adjusted for inflation.
- 3.4 In case VMG supplies Products manufactured by third parties, VMG is entitled to pass on price increases from these third parties.

4. Payment

- 4.1 Payment must be effected by Customer as indicated by VMG in the Offer, Agreement or the Order Confirmation. If the parties have not agreed on any delivery term, payment must be effected prior to the delivery/performance. Objections to the amounts stated in invoices will not suspend the payment obligation.
- 4.2 Unless otherwise agreed upon in writing, payment shall be made in full and without any deduction or set off under whatever title. VMG shall be entitled to offset amounts due by VMG to Customer against amounts due by Customer to VMG or any of VMG's affiliated companies.
- 4.3 As from the due date of an invoice and without a notification of default being required, Customer shall pay interest on any outstanding instalment of 1.5% per month or part of a month, unless the Dutch statutory interest is higher, in which case the highest interest will apply. Customer shall also pay any judicial and extrajudicial costs to be incurred for collection. The latter costs are put at 15% of the relevant amount with a minimum amount of Euro 1.000,00. The above applies without prejudice to VMG's right to defer any outstanding obligation on its part, if Customer's payment of one or more instalments is overdue.
- 4.4 If the quoted price is not in Euro, the quoted price will be subject to adjustment. If between the closing rate on the date of the Offer, Agreement or the Order Confirmation and the closing rate on the date of the final Agreement, the relevant currency is devalued by more than 2%, the quoted price in relevant currency can be adjusted by VMG with the amount of that change.
- 4.5 In the event of the liquidation, bankruptcy or moratorium of Customer, the latter's obligations will be immediately due and payable.
- 4.6 Payments will first be used to cover the costs, then to cover any interest due and finally to cover the principal sum.

5. Delivery and ownership

- 5.1 Unless otherwise agreed in writing, delivery shall be "Free Carrier (FCA, incoterms 2020) VMG Eersel, The Netherlands, or FCA such other (production) location as to be agreed by the parties.
- 5.2 The Customer must take delivery or possession of the Products immediately after they have become available. In the event that the Products are available to the Customer or are offered to the Customer for delivery but are not taken possession of, for whatever reason, delivery will be effected by means of a written (including email)

notification from VMG. For the sake of clarity, this also means that by this notification the risk of loss and damage to the goods is transferred to the Customer.

- 5.3 In the event that the Customer refuses to take delivery of the Products or has neglected to provide information or instructions that are necessary for the delivery, VMG will be entitled to store the Products at the Customer's expense and risk. VMG's claims vis-à-vis the Customer, including any transport and storage costs, will in that case become immediately due and payable. In the event that the Customer does not take delivery of the Products within two months, VMG will be entitled to sell the Products to another Customer. The damage incurred by VMG due to such resale of the Products will be borne by the Customer.
- 5.4 VMG will be entitled to make partial deliveries and to invoice each delivery.

6. Delivery time

- 6.1 In the event that VMG has stated a delivery period, this must be deemed to be an indication. A stated delivery date is therefore never a deadline.
- 6.2 The delivery time will not commence until the Agreement or Quotation has been concluded and the down payment, if agreed, has been received by VMG. The Customer is liable for the consequences of any postponement of the delivery due to late conclusion of the Agreement or Quotation or late payment.
- 6.3 Unless agreed to otherwise in writing, the delivery has been performed if the Products to be delivered are ready for transport and VMG has communicated the readiness for transport and Customer did not respond to this notification in a timely manner.
- 6.4 If delivery is delayed on the request of Customer or falls within the responsibility of Customer e.g. due to his choice of delivery according to the Incoterms other than Free Carrier or if he violates any other cooperation obligation, VMG is not liable for such delay and is entitled to claim for compensation for the resulting expenditure and damage incurred to VMG regardless of VMG's other rights. Payment terms shall not be changed because of such delay.
- 6.5 In the event that a stated term is exceeded, the Customer must give VMG written notice of default and grant it a reasonable period of time to comply as yet. If the parties have not agreed on any term, VMG will inform the Customer in good time of when delivery or performance will be effected.
- 6.6 If payment by Customer is to be made by letter of credit, hereinafter referred to as: "LC", the delivery period shall begin to run on the date on which the bank has advised VMG that the LC has been opened in accordance with VMG's requirements, unless explicitly agreed otherwise in writing. If Customer must make an advance payment or give security for the payment of the purchase price or if the Customer must furnish information and/or materials or parts required for the execution of the Agreement, then the agreed delivery period shall not begin to run until such payment has been received in full, the required security has been given or the information and/or materials or parts have been furnished in full, respectively.

7. Duty to inspection by Customer

- 7.1 Objections due to incomplete delivery and other recognizable defects are to be communicated to VMG in writing immediately upon delivery and at the latest within seven days from the delivery date. Any concealed defects are to be communicated to VMG in writing upon discovery and at the latest within five working days of their discovery.
- 7.2 Acceptance of the delivery may not be refused by Customer due to minor defects. The following situations will under no circumstances justify the lodging of a complaint:
 - deviations in colour, weight, specifications and measurements which do not affect the functionalities;
 - any typesetting, printer's or typographical errors in the catalogue, on the website or in the offer.
- 7.3 Any claims regarding defects of the delivery not reported in accordance with this Article 7 are precluded from compensation in accordance with these Terms.
- 7.4 The costs of the inspection of the delivery will be borne by the Customer.
- 7.5 Upon communicating any incomplete delivery or other recognizable defects to VMG in accordance with Article 7.1, VMG will advise on the appropriate course of action.

8. Passage of risk

- 8.1 The risk of loss of or damage to the Products that are the subject of the Agreement will pass to the Customer according to the agreed delivery term. In case of delivery to a third party designated by the Customer, Customer is responsible for risk of the delivered goods. As stated in Article 6 when goods are ready for delivery, after the Customer has been informed thereof in writing and did not respond in a timely manner, the risk of loss or damage is passed to Customer.
- 8.2 In the event that VMG is to provide for the transport of the Products that are the subject of the Agreement, this will be fully at the Customer's expense and risk. Unless the parties have agreed on provisions to the contrary, the Customer will be responsible for taking out proper insurance.

9. Export

- 9.1 Unless provisions to the contrary have been agreed upon, payment for export transactions must be effected by means of an irrevocable letter of credit confirmed by a Dutch bank. All costs involved will be borne by the Customer.
- 9.2 The Customer guarantees that, in the event the import of the Products in the country of destination requires an import certificate or licence, such an import certificate or licence has been or will have been obtained before shipment, in the absence of which the Customer will be liable for any ensuing damage.
- 9.3 In the event that work is exported to another country and is part of the agreement, the Customer will be obliged to arrange all permits and facilities required.

10. Models / specification of the Products

- 10.1 Any information in whatever form provided by VMG relating to the Products and their use, such as dimensions, capacities, performance, prices, colours contained in catalogues, prospectuses, price lists, circulars, advertisements, presentations, drawings, models or illustrations and other data shall not be considered as terms of an Agreement unless explicitly agreed in an Agreement. Any stated capacity of Products is depending on maintenance, settings of Products and capacity of connected Products.
- 10.2 VMG is authorised to modify the specifications or the design of Products ordered and to deliver Products in conformity with such modified specifications or design, provided that the Products are designed for the same purpose as the Products ordered and are not essentially different. VMG is also authorised to modify the specifications or design if, due to a lack of materials or any other similar cause, it is unable to meet the specifications agreed with Customer. In these cases VMG will have duly fulfilled its obligation to deliver conforming Products by delivering the Products thus modified. Changes after signed Offer, Agreement or the Order Confirmation will have to be agreed in mutual consent.

11. In case the Agreement includes assembly works

- 11.1 Customer ensures that all permits, dispensations and other decisions of authorities required for the performance of the works, or which VMG indicate as being required, are timely obtained.
- 11.2 Unless the contrary has been explicitly agreed in writing, in the price will not include the following costs: groundwork, chiselling and hammering work, foundation work, metal work, concrete work, carpentry and other additional work of whatever nature;
- a. additional help called in to move those parts which cannot be moved by the manpower made available by VMG, as well as the costs of the hoisting and lifting machines and tackles used for that purpose;
 - b. scaffolding;
 - c. the connection of systems to electricity grids, gas mains or water mains, as well as the connection of waste pipes;
 - d. the supply and assembly of switch gear, safety systems and electrical wiring for the electric motors and other electrical equipment to be supplied by VMG;
 - e. the supply of water, electricity, etc. required for testing the start-up of operations;
 - f. work necessary to return parts of the systems which have become soiled or damaged during the work to a proper state of repair, and
 - g. lodging including meals and travelling.
- 11.3 Customer ensures that VMG can fulfil the performance of the works undisrupted within the agreed terms and that VMG will have at its disposal in due time:
- the building where the works are to be performed at a temperature between 5° and 32° centigrade, swept clean;
 - sufficient facilities for supply, storage and removal of materials and equipment;
 - connection facilities for electrical equipment, lighting, gas, fuel, compressed air, water, grease, etc., required for assembly and repairs; and
 - such lighting facilities that the assembly works can also be performed under artificial lighting.
- 11.4 The Customer must establish whether the building is suitable and structurally sound enough for the Product's assembly, including any suspension. Any damage ensuing from unsuitability will be borne by the Customer.
- 11.5 VMG will be entitled to post its advertising sign on the site during the performance of the works.
- 11.6 In the event that the Customer has reserved the right to supply certain materials and/or to perform certain parts of the works, the Customer will be liable for any non-timely supply or performance in that connection.
- 11.7 The Customer shall ensure that all data and measurements which VMG indicates are necessary or which the Customer should reasonably understand are necessary for the performance of the Agreement are provided to VMG timely.
- 11.8 If the information and permits necessary for the performance of the Agreement as referred to in clause 11.1 and 11.7 are not provided to VMG in time, VMG will be entitled to suspend performance of the Agreement and/or to charge the Customer the additional costs arising from the delay in accordance with its usual rates.
- 11.9 In the event that the commencement or the progress of the work is delayed due to factors for which the Customer is responsible, VMG will be compensated by the Customer for any damage and costs ensuing from the delay.
- 11.10 In the event that works are performed by VMG or by third parties engaged by VMG at the Customer's premises or at a location designated by the Customer in the context of the Agreement, the Customer will provide any facilities reasonably required by VMG's employees or by those of the relevant third party, free of charge.
- 11.11 The Customer must take safety measures during the performance of the works. The Customer will be obliged to comply with the statutory regulations in doing so.
- 11.12 The Customer must comply with governmental regulations and recommendations issued by authorities, in default of which the Customer will be liable for any ensuing damage.
- 11.13 If necessary, to be determined by VMG, sale of the Products will include providing operations instructions. VMG will also determine the scope and the method of providing these instructions and will not accept any liability in that connection.
- 11.14 The Customer will be responsible for the proper removal of rubble, waste and hazardous substances in accordance with any legal requirements.
- 11.15 The Customer shall indemnify VMG against any claims of third parties that may incur damage relating to the Agreement's performance and which is attributable to the Customer.
- 11.16 Normally, prior to the final delivery of the work assembled, the Customer will be given the opportunity to inspect and test the work or the system, as the case may be. If the Customer does not make use of this option, the parties will assume that VMG has completed the work or effected delivery properly. In case the Products are in use by the Customer the work will be deemed to have been delivered.

11.17 VMG will be entitled to test the work assembled at all times. The Customer must under all circumstances render its cooperation during the testing procedure by supplying items and animals required for the testing.

12. In case the agreement includes Consultancy Services

- 12.1 In these terms and conditions, "Consultancy Services" will mean the provision of advice that can relate to, among other things, the implementation of VMG products and/or setting up and/or training of the use of the Products or software provided by VMG.
- 12.2 VMG will perform the Consultancy Services to the best of its ability and endeavour to the best of its ability to perform the Consultancy Services with care, where relevant in accordance with the arrangements and procedures determined with the Customer in writing. VMG is not subject to an obligation to produce a certain result.
- 12.3 As far as Consultancy Services have not yet been included in the VMG Agreement, VMG will send the Customer an Order Confirmation for the performance of the Consultancy Services. After receipt of the Order Confirmation signed for approval by the Customer, VMG will draw up an action plan in consultation with the Customer if this has been agreed in the Order Confirmation. After receipt of the action plan signed for approval by the Customer, VMG will start the actual performance of the Consultancy Services, exclusively in accordance with the action plan.
- 12.4 VMG is always entitled to replace the person actually performing the Consultancy Services, i.e. the consultant.
- 12.5 The Consultancy Services will be performed on working days during normal office hours in the Netherlands, with a right to a lunch break of 30 minutes. Depending on the activities, the Consultancy Services can be performed remotely or at the Customer's premises, entirely at VMG's discretion.
- 12.6 The Customer owes VMG the price agreed between VMG and the Customer. The prices and rates are exclusive of VAT and exclusive of travel, lodging and meal expenses. VMG reserves the right to charge other fees, including but not limited to fees for additional work.
- 12.7 To enable a proper performance of the VMG Agreement by VMG, the Customer will always and in due time provide the correct reasonably required information and cooperation, free of charge.

13 Force majeure

- 13.1 Any full or partial non-fulfilment will not be an attributable failure by VMG if the non-fulfilment is the result of a circumstance beyond VMG's control, foreseeable or not, including but not limited to: war or similar situations, riots, sabotage, boycotts, strikes, occupation, blockades, shortages in raw materials, machine damage, sickness of VMG staff, failures by suppliers and/or carriers, measures by the government (including foreign governments) such as bans on transport, import, export, sanctions or manufacturing, natural disaster, adverse weather conditions, pandemic, lightning strikes, fire, explosion and/or discharges of dangerous substances and gasses.
- 13.2 To the extent that VMG has partly performed its obligations arising from the Agreement or is able to partly perform same at the time that the situation of force majeure first occurs, and that part performed or to be performed has independent value, VMG will be entitled to charge the Customer for the part performed or to be performed separately.

14. Suspension and dissolution

- 14.1 VMG will be entitled to suspend performance of its obligations or to dissolve the Agreement if:
- the Customer fails to perform the obligations ensuing from the Agreement or fails to perform them in good time or in full or in the event of force majeure;
 - circumstances of which VMG has learned following the Agreement's conclusion provide good reason for fearing that the Customer will not perform its obligations, or will not perform such in good time or in full; in the event that there is good reason to fear that the Customer will only perform its obligations in part or will not perform such properly, suspension will only be permitted to the extent that such is justified by the relevant failure;
 - the Customer was requested upon or after the Agreement's conclusion to provide security for the performance of its obligations ensuing from same Agreement and such security has not been provided or is insufficient; or
 - the Customer dies or its company is discontinued or transferred.
- 14.2 In addition, VMG will be entitled to dissolve the Agreement or have it dissolved if circumstances arise of such a nature that performance of the Agreement is impossible or can no longer be required pursuant to standards of fairness and reasonableness, or if any other circumstances arise of such a nature that continued unamended maintenance of the Agreement can no longer reasonably be expected.
- 14.3 In the event that the Agreement is dissolved, VMG's claims vis-à-vis the Customer will become immediately due and payable. In the event that VMG suspends the performance of its obligations, it will retain its rights and claims pursuant to the law and the Agreement.
- 14.4 VMG at all times reserves the right to claim damages.
- 14.5 If Customer cancels the Agreement Customer will be liable for and hold VMG free from all costs VMG will have and (direct and indirect) damages VMG will suffer consequently. In case the Customer cancels less than 10 weeks before the scheduled delivery Customer will pay in any case 100% of the agreed price (including Dutch VAT) as cancellation costs, without prejudice to VMG's right to full damages, including loss of profit.

15. Warranty

- 15.1 The Products manufactured and registered by VMG meet the technical requirements and specifications stated by VMG. All Products delivered are CE approved unless agreed otherwise in writing.
- 15.2 VMG will issue its Customer with a warranty with respect to the operation and the Products manufactured by it which will be valid up to one year following delivery and up to three months following delivery for electrical consumable parts, unless the parties have agreed on different period of time in writing.

- 15.3 This warranty may only be invoked in the event that the Customer reports the defect to VMG within 5 working days of discovering same defect, so as to offer VMG the opportunity to respond adequately.
- 15.4 An invocation of this warranty will lapse if the Customer does not offer VMG the opportunity to perform work on the basis of the warranty.
- 15.5 The warranty must be agreed in writing.
- 15.6 This warranty will be limited to: manufacturing defects, provided that Customer proves that such defects have occurred within this period due to faulty design or poor workmanship on the part of VMG, or faulty Products supplied by VMG, and will therefore not include damage as a result of: improper, negligent or inexpert use, use in deviation of equipment manual, accidents, misapplication, storage damages, negligence or modifications to the Products or its components and maintenance by Customer or by a third party or as a result of normal wear and tear of parts; VMG may either choose to repair or replace the Products or parts of it, that are considered to be defect.
- 15.7 If on-site repair proves to be the best suited method according to VMG, Customer shall enable VMG to carry out such repair and put at VMG's disposal free of charge, in time and at the right place all necessary and usual auxiliary labour, auxiliary machinery, auxiliary materials, consumables and utilities (oils, greases, cleaning and other small material, gas, water, electricity, lighting etc), the costs arising from non or untimely fulfilment of these provisions shall be for Customer's account.
- 15.8 Any production data weights, dimensions, prices, performance ratings and other data or statistics regarding the Products, any representations or descriptions regarding the Products are only an indication and are not guaranteed, and will not create any warranty or other obligation.
- 15.9 This warranty will lapse:
- in the event of resale of the Products supplied, unless the parties have explicitly agreed otherwise;
 - in the event that adaptations of, alterations of, or changes or repairs to the Products supplied are effected by a third party without VMG's approval;
 - in the event of overloading, strokes of lightning, overpressure or incorrect placement or installation;
 - in the event that the Products supplied are exposed to chemical substances or electrolysis;
 - in the event of improper safety measures or incorrect connection to the network;
 - in the event that the Products supplied are not used and maintained in accordance with the operating instructions, and
 - in the event that the Products supplied are not stored in such a way that they are protected against all kinds of weather conditions.
- 15.10 As part of its performance of the warranty, VMG will replace parts free of charge. The performance of the works and the travelling and accommodation expenses will be borne by the Customer.
- 15.11 Parts replaced will accrue to VMG and must be returned to VMG if requested by VMG.
- 15.12 In the event of replacement, VMG may charge the Customer a fair fee for the benefit derived from the replacement by the Customer. This fee will at least equal the replacement value.
- 15.13 As long as the Customer fails to perform its obligations ensuing from Agreements concluded between the parties, it cannot invoke this warranty.
- End of life:
- 15.14 VMG manufactures durable products that are made to last so that the Customer, can enjoy them for a long time. The following products are supported by VMG after the delivery date with parts for at least the period of time listed behind them.
- | | |
|--|-----------------|
| Product: | Support period: |
| Nests | 15 years |
| Agro Supply and egg handling equipment | 10 years |
| Software | 3 years |
- 15.15 In case VMG supplies Products manufactured by third parties, special warranty clauses may apply which deviate from the Terms in article 15. Customer is minimally entitled to the warranty terms from this article 15.
- 15.16 In case there are any defects on deliveries or installation issues with equipment delivered by VMG, VMG has the right to access the barn where the equipment is installed, in order for VMG to be able to cure any defect or other quality issue. The time needed to cure any defects or quality issue does not result in any right to claim or compensation for temporary vacancy of the barn or production losses of any kind.

16. Liability and indemnification

- 16.1 No party shall be liable, unless stated otherwise in these terms, to the other for any indirect, incidental, punitive, special or consequential damages (including lost profits or lost savings) whether or not such damages are based on tort, warranty, contract or any other legal theory – even if such party has been advised, or is aware, of the possibility of such damages. In no event shall VMG be liable for excess procurement costs and rework charges.
- 16.2 Under no circumstances will VMG be liable for:
- deviations, damage, faults and defects that have gone unnoticed in Products approved by the Customer;
 - deviations, damage, faults and defects resulting from incorrect assembly or use by the Customer or third parties;
 - damage resulting from raw materials that have been declared unfit because the environmental legislation has changed since the Agreement's conclusion;
 - VMG's Products may contain USB or other dataports. These USB and dataports are intended for maintenance only by VMG or dealers authorized by VMG. In case of misuse of these ports or connecting of the Products to internet otherwise than through VMG authorized channels, VMG is not liable for the (cybersecurity) risk of usage of the ports;
 - In the event that building materials or auxiliary materials made available or prescribed by the Customer are defective, the Customer will be liable for any damage incurred as a consequence;
 - wrongful, improper or unprofessional use of the Products supplied by the Customer or third parties;
 - damage incurred because the Products supplied are not suitable for the purpose intended by Customer for them; or
 - damage as a consequence of use that is not in accordance with the operating instructions.

- 16.3 Should VMG be liable for damage, this liability will be limited to the amount paid by its insurer, or to the amount of the invoice, if the latter is lower than the first, or to the amount of that part of the invoice to which the liability pertains.
- 16.4 Without prejudice to the provisions of the previous paragraphs, only the damage suffered and shown within 12 months from the Delivery date and furthermore reported in writing within said term to VMG within 14 calendar days after discovery will qualify for compensation. As a material condition to the right to any damages, all necessary assistance will be provided to VMG in the investigation into the cause, nature and extent of the damage for which compensation is claimed.
- 16.5 VMG will not be liable for damage, of whatever nature, resulting from the fact that VMG has operated on the basis of incorrect and/or incomplete data or measurements or incorrect and/or incomplete information regarding the presence of polluted or hazardous materials or substances provided by the Customer.
- 16.6 The limitations of liability for damage laid down in these General Terms will not apply if the damage is attributable to an intentional act or omission or gross negligence on VMG's part or on that of its employees.
- 16.7 The indemnities given by VMG under this clause 16 are exclusive and in lieu of all other indemnities or warranties, whether express or implied, including the implied warranties of merchantability and fitness for a particular purpose.
- 16.8 Customer indemnifies VMG against any claims by third parties on any account whatsoever which state to have suffered damage through the Products and/or Part(s) delivered by VMG to or on behalf of Customer, except to the extent that Customer demonstrates that, by virtue of the Agreement and these Terms, VMG can be held liable for this damage in the relationship to Customer and must compensate the latter for this damage.
- 16.9 Legal entities or persons belonging to the group of VMG or employed by VMG or called in by VMG in the performance of the Agreement and who are called upon by Customer to pay damages may invoke these provisions as well. The damages that can be claimed from these legal entities/persons and VMG jointly may never exceed the damages that VMG alone would have been required to pay.

17. Intellectual property and copyrights

- 17.1 All intellectual property rights and/or other rights, registered or not, vested in the delivered Products and/or Part(s) or in drawings, calculations, designs, etc. in the widest sense, and also including software made available to the Customer, are owned and expressly retained by VMG.
- 17.2 VMG shall become sole proprietor of and take out sole patent rights to any special know-how developed during implementation of an Agreement, unless otherwise stipulated in the Agreement.
- 17.3 In the event of a violation of this Article, the Customer will forfeit to VMG an immediately due and payable penalty of EUR 100.000,00 and EUR 1.000,00 for each day that the violation continues, without prejudice to the right of VMG of full compensation.

18. Retention of title

- 18.1 Any Products and/or Part(s) to be delivered remain the property of VMG until full payment for the Products and/or Part(s) has been received by VMG.
- 18.2 In the event that Customer fails to fulfil its obligations and pursuant to the provisions of this article, VMG is entitled at all times to recover any delivered Products and/or Part(s) or to have the same recovered from the Customer or from any party keeping the Products and/or Part(s) for the Customer. Customer is obliged to provide VMG with full assistance in the recovery.
- 18.3 Customer may use, process or sell the Products and/or Part(s) referred to herein within the scope of the Customer's normal business operations, but the Products and/or Part(s) may not be pledged or granted as security for any debt owed to any third party.

19. Nondisclosure

Customer acknowledges that all technical, commercial and financial information that VMG reveals to Customer concerns confidential information regarding VMG. Customer is not allowed to reveal any of this confidential information to third parties or to use it for any other purpose parties have agreed upon within the framework of the concerning Agreement.

20. Miscellaneous

- 20.1 In case of discrepancy between the terms of the Agreement and the terms as laid down in the Offer and/or General Terms of Sale, the terms of the Agreement prevail.
- 20.2 In the event of any discrepancy between the English text and a translation, the English text will prevail.
- 20.3 Neither the rights nor the obligations of Customer under the Agreement may be assigned, transferred or otherwise disposed of, in whole or partial, without prior written consent of VMG. VMG will be entitled to assign all or part of its rights and obligations under the Agreement. Any references to VMG will then include the concerning assignee.

21. Applicable law and dispute resolution

- 21.1 All Agreements between VMG and the Customer and any disputes arising from it, will be governed by Dutch law. Applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is explicitly excluded.
- 21.2 Any disputes arising from the Agreement concluded between the parties will be settled in the first instance by the competent Court in 's-Hertogenbosch, the Netherlands. Nevertheless, VMG will be entitled to submit any disputes to the competent court according to the law or to an arbitration court.