



onepush

# Onepush B.V. Terms & Conditions

General contracting, delivery and payment conditions of the company OnePush B.V., registered with Kvk in Amsterdam under number: 74254693.

This text applies from May 1st, 2020

The Onepush Services are made up of different services provided through the Website. One of our Services enables you to upload a 3D file to our Website and view and add information to it in 3D. Furthermore you can process your 3D construction models to digital building packages and required building information. These products are all digital products and made available to you through your personal account.

If you want to turn your 3D Model into digital products, you can place an order with us and we will process it for you at your direction. Further, Onepush offers other services and community features through the Website including a forum, a blog, tutorials etc. where you can get in touch or share your experiences.

## Terms & Conditions applicable to services through our website

### 1. Acceptance

By accepting these General Terms during your account registration or subscription process, or by accessing or using our Offerings, you confirm your acceptance of these General Terms and other applicable Terms and your agreement to be a party to this binding contract. If you do not agree, you do not have the right to access or use our Offerings.

You agree to these Terms on behalf of the company or other legal entity for which you are acting (for example, as an employee or contractor) or, if there is no company or legal entity, on behalf of yourself as an individual (in either case, "You"). You represent and warrant that you have the right and authority.

### 2. Account Responsibilities

To subscribe to an Offering, You may need an account. You are responsible for anyone who obtains, accesses or uses Offerings through You or Your account (including Your Authorized Users). This means (among other things) that You are responsible for Your Authorized Users' compliance with these Terms, including their use of their accounts, as though each of the Authorized Users is You. In certain cases, Your Authorized Users may be required to set up individual accounts or otherwise agree to applicable terms in order to obtain, access or use Offerings, but that requirement does not affect Your responsibility for Your Authorized Users.

You are also responsible for the security of Your account and all activity associated with Your account. This means (among other things) that You (i) will ensure that only Your Authorized Users use Offerings associated with Your account, and (ii) will secure and not share user IDs or passwords (except with authorized account administrators). If You suspect unauthorized use of Your account, please contact [support@onepush.nl](mailto:support@onepush.nl)

You will ensure that all Your account information (including any information that You or Your Authorized Users provide in connection with Your registration for any Offering) is, and continues to be, true and complete.

## 2.1 Account Benefits

Your account is designed to provide a place for You to access and manage Your account information and 3D model and derived products obtain rights to Software, Web Services and other Benefits, including free benefits. Your account is designed to be accessible virtually anywhere, anytime via the web. Your account features may include:

- Management of Your profile, security settings, linked accounts and preferences
- Management of Your Projects and 3D models
- Access to Offerings
- Access to downloads and trials
- Access to technical support, learning resources and subscription news

## 3. You Own Your Work

You will retain Your ownership rights to files, designs, models, data sets, images, documents or similar material created by You or Your Authorized Users and submitted or uploaded to any Offering by You or Your Authorized Users. All data added by Onepush to these uploaded files, designs, models, data sets, images, documents or similar material are property of Onepush Holding B.V.

## 4. Ordering

(a) Placing an order. To order products, your 3D Model must be uploaded in our online portal; you upload the 3D Model in the Projects section of your account. Your 3D model will be validated after uploading. As the next step, we ask you to complete the 3D model by adding customized information we need for the delivery of the Onepush digital building package and affiliated products. After (re) validation you can Finalize your 3D model after which you can select the products you order in the Price breakdown section. Finally you will be asked to Produce your 3D. Please be informed that the language to be used during the whole ordering process is English.

(b) Unacceptable orders, cancellation of orders by us. If a 3D Model is uploaded and made available through our Website, the default assumption is that it can be produced. There are, however, technical or other reasons why Onepush may not accept or may cancel your order during the entire ordering process, even after our acceptance of your order. Such reasons can be, but are not limited to, the unfeasibility of the model, an infringing feature of your 3D Model (see our [Content Policy](#)). In case we cancel your partial or entire order, we will contact you via email and, except in cases of fraud or other violations of our policies, issue you a full refund for the cancelled item(s).

(c) Prices and quotes. The prices displayed on the Website or Embed are only indications and are valid only for the moment that they are displayed. Onepush reserves the right to change its prices on the website at any time without prior notice to you. Such change however will have no effect on orders completed before the posting of a new price on the website. We do our best to prevent errors in the pricing. However, should an error occur, we are not bound by our offer and may cancel the order. In the event of an error, any monies paid related to that order will be refunded to you. You can download a quotation based on the price breakdown of your selection. When you select produce this is a binding agreement on price and selected products.

(d) Payment and price. The amount indicated on the price breakdown page includes: the building package, the additional products you selected, the service (such as scanning, customizing and re-validating the model). The price quoted on the Embed is for the cost of processing the item and downloadable products.

Onepush offers estimated currency conversions as a courtesy to users. These estimates are not guaranteed and may not reflect actual currency conversion rates. If you pay in a currency that is different from the denominated currency (EURO) of your payment method (which is probably the case if your bank or credit card account is not denominated in U.S. Dollars or Euros), your payment company (such as your credit or bank card issuer) or third-party payment processor may apply a currency conversion rate or fees to your payment. Please contact your provider for information about these fees. These fees are not controlled by or known to Onepush.

You can initiate your payment for your order via Ideal or bank transfer. For a bank transfer you will receive the payment instructions via email from Onepush after confirmation of your order. Onepush shall not be responsible in any way for the payment process done via the Ideal or bank website.

For orders paid for via bank transfer, Onepush can choose to begin production after the funds arrive in the Onepush bank account. In the event that the selected payment method fails for any reason, Onepush reserves the right to process the payment again or require you to provide an alternative method of payment.

(e) Acceptance After accepting your order we will send you an order confirmation by e-mail to the address associated with your Onepush Account. The order confirmation will be effective as of the date on which the order confirmation is sent to you. If we cannot accept your order we will contact you by email. If there are errors you should contact us as soon as possible by sending an email to [info@onepush.nl](mailto:info@onepush.nl)

(f) Order Tracking Through the Website or – if you choose so – via e-mail notifications, you can track the status of your order e.g. accepted order, produced, delivered etc.

(g) Cancellation of your order, return of 3D Models. Due to the personalized nature of our Services (i.e. the 3D Model is supplied by you based on your specifications), you cannot cancel your order after it goes into production. Orders that contain non-refundable items are still cancelable, however note that refund or cancellation will not apply to items in the order that are non-refundable.

(h) Content Policy violations. If we determine that your model violates our Content Policy prior to producing, we will refuse to produce the model and issue a refund. If we determine that your model violates our Content Policy after it has been produced, we will not make the derived products available in your account.

## 5. Warranty; Disclaimer

If you upload your 3D Model to the Website, you maintain sole legal responsibility for the design specifications and performance of the 3D Model. Onepush does not give any warranty about the 3D Models themselves and does not guarantee that the 3D Model will be fit for any particular purposes. We have no special relationship with or fiduciary duty to you. You acknowledge that we have no duty to take any action regarding: (a) which users gain access to the Services; (b) what content you access via the Services; or (c) how you may interpret or use the content.

You release us from all liability for you having acquired or not acquired content through the Services. We make no representations concerning any content (including without limitation 3D Models) contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, or legality of material or content (including without limitation 3D Models) contained in or accessed through the Services.

## 6. Use of the Onepush Website and Embed

Copyright and all other proprietary rights in the content of the Website and the Services (including but not limited to software, audio, video, text and photographs and excluding all User Generated Content) rests with Onepush or its licensors. All rights in the content not expressly granted herein are reserved. Except as otherwise provided, the content published on this Website may be reproduced or distributed in unmodified form for personal, non-commercial use only, provided that it is attributed to Onepush. Any other use of the content, including without limitation distribution, reproduction, modification, display or transmission without the prior written consent of Onepush is unlicensed by Onepush. You also agree that you will not use any robot, spider, other automated device, or manual process to monitor or copy any content from the Service. You agree not to use any robot, spider, or other automated device to drive traffic to a specific model or shop page in order to manipulate where that model or shop appears on the Service. Our rights include rights to (i) the Service developed and provided by us; and (ii) all software associated with the Service. All copyright and other proprietary notices shall be retained on all reproductions.

This Website may provide links to other websites that are not under the control of Onepush. Onepush shall not be responsible in any way for the content of such other websites. Onepush provides such links only as a convenience to you, and the inclusion of any link to any such websites does not imply endorsement by Onepush of the content of such websites.

Since the Onepush Service is a web based service, it might be subject to temporary downtime. From time to time we also update our Website or Embed, which will result in the Website or Embed not being available for a certain period of time. We will endeavor to ensure that the Website or Embed operates reliably and consistently, but we do not warrant that the Website or Embed will operate uninterrupted without any faults. Because the Embed is embedded on a 3rd party website, the availability of the Embed is subject to the operational status of that website. We do not guarantee that any content will be made available on the Website or through the Services. We reserve the right to, but do not have any obligation to, (i) remove, edit or modify any content (including without limitation any 3D Models in our sole discretion, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such content or if we are concerned that you may have violated these Terms and Conditions), or for no reason at all and (ii) to remove or block any content (including without limitation any 3D Models or CoCreator Models) from the Services.

We are not responsible for any losses suffered by you as a result of any interruption of the Website or Embed, or by the suspension of your access to the Website or Embed.

## 7. User Generated Content

The term "User Generated Content" when used in this Terms and Conditions shall mean any content uploaded to the Website, the Application, the Embed, or the Services by you, including but not limited to all uploaded 3D Models, pictures of 3D Models, comments on the Website, specifications provided in your order for a CoCreator model (a "CoCreator Model"), as well as the printed 3D Model we create for you based on your User Generated Content. All User Generated Content should not be or contain abusive, harassing, threatening, defamatory, obscene, fraudulent, deceptive, misleading, offensive, pornographic, illegal or unlawful information or be likely to infringe or infringing on any intellectual property rights. Intellectual property rights means copyright, patent, registered design, design right, trademark, trade secret or any other proprietary or industrial right. Onepush has no obligation to review the User Generated Content and can in no way be held responsible for the content of the User Generated Content. Opinions expressed in the User Generated Content are not necessarily the opinion of Onepush.

In order to keep Onepush and the Website appropriate for a general audience and to cooperate with intellectual property right owners, we implemented our "[Content Policy](#)". Please note that we do not seek any unsolicited ideas or improvements for Onepush Services and that any unsolicited ideas or improvements you submit are deemed User Generated Content and

licensed to us as set forth below. In addition, Onepush retains all of the rights held by members of the general public with regard to your unsolicited ideas and improvements. Onepush' receipt of your unsolicited ideas and improvements is not an admission by us of their novelty, priority, or originality, and it does not restrict Onepush' right to contest existing or future intellectual property rights relating to your unsolicited ideas and improvements in any way.

Except for your 3D Models, which are referenced below, by submitting User Generated Content through the Services or Website, you hereby do and shall grant us a worldwide, non-exclusive, royalty-free, fully paid, sublicensable and transferable license to use, edit, modify, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit the User Generated Content in connection with the Website, the Applications, the Services and our (and our successors' and assigns') businesses, including without limitation for promoting and redistributing part or all of the Website, the Applications or the Services (and derivative works thereof) in any media formats and through any media channels (including, without limitation, third party websites and feeds). You also hereby do and shall grant each user of the Website, the Applications, or the Services a non-exclusive license to access your User Generated Content through the Website, the Applications or the Services, and share your User Generated Content on blogs and social media, provided such sharing prominently links back to the model page on the Onepush site and is not done on a site that competes directly or indirectly with Onepush Services. For clarity, the foregoing license grants to us and our users does not affect your other ownership or license rights in your User Generated Content, including the right to grant additional licenses to your User Generated Content, unless otherwise agreed in writing. You represent and warrant that you have all rights to grant such licenses to us without infringement or violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, contract rights, or any other intellectual property or proprietary rights.

## 8. Intellectual Property Rights of 3D models

You, as a designer, retain all your intellectual property rights in your uploaded 3D Models, including without limitation any and all derivative works like 3D renders. Except for the rights and licenses with respect to your 3D Models specified below, Onepush shall not use, modify or display your 3D Models or derivatives thereof without your consent. By uploading your 3D Models to the portal, you represent and warrant that it is your original creation and not copied from any third party and/or entity. You further represent and warrant that you have all rights to grant the below licenses to us without infringement or violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights.

All intellectual property rights of all data generated through Onepush remains with Onepush.

## 9. Consent to Use of Personal Data

By using our Services you agree that Onepush may collect and use personal data about you. Such information collected through the Services shall only be used in accordance with the [Onepush Content and Privacy Statement](#).

## 10. Third Party Services.

The Services may permit you to link to other websites, services or resources on the Internet, and other websites, services or resources may contain links to the Services. When you access third party resources on the Internet, you do so at your own risk. These other resources are not under our control, and you acknowledge that we are not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply our endorsement or any association between us and their operators. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such website or resource.

## 11. Payments and Billing.

Certain of our Services may be subject to payments now or in the future (the “Paid Services”). Please note that any payment terms presented to you in the process of using or signing up for a Paid Service are deemed part of these Terms and Conditions.

When applicable: We use a third-party payment processor (the “Payment Processor”) to bill you through a payment account linked to your Account on the Services (your “Billing Account”) for use of the Paid Services. The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to these Terms and Conditions. We are not responsible for error by the Payment Processor. By choosing to use Paid Services, you agree to pay us, through the Payment Processor, all charges at the prices then in effect for any use of such Paid Services in accordance with the applicable payment terms and you authorize us, through the Payment Processor, to charge your chosen payment provider (your “Payment Method”). You agree to make payment using that selected Payment Method. We reserve the right to correct any errors or mistakes that it makes even if it has already requested or received payment.

The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method. If we, through the Payment Processor, do not receive payment from you, you agree to pay all amounts due on your Billing Account upon demand.

Any free trial or other promotion that provides access to a Paid Service must be used within the specified time of the trial.

## Overall Terms & Conditions

### Article 1: Applicability

These Terms and Conditions apply to all offers made by Onepush B.V., all agreements they conclude and all agreements that may result therefrom, all this in so far as Onepush is offeror or supplier.

1.2. Onepush B.V. is referred to as the Contractor. The counterparty is referred to as Client.

1.3. In the event of any conflict between the substance of the agreement concluded between the Contractor and the Client and these Terms and Conditions, the provisions of the agreement will prevail.

1.4. These Terms and Conditions may only be used by Onepush B.V.

1.5. Onepush is at all times allowed to change and publish the conditions

### Article 2: Offers

2.1. All offers are without obligation.

2.2. If the Client provides the Contractor with data, 3D models and the like, the Contractor may rely on their accuracy and completeness and will base its offer on the same.

2.3. Prices are exclusive of VAT.

### Article 4: Advice and information provided

4.1. The Client cannot derive any rights from advice or information it obtains from the Contractor if this does not relate to the assignment.

4.2. If the Client provides the Contractor with data, drawings and the like, the Contractor may rely on their accuracy and completeness in the performance of the agreement.

4.3. The Client indemnifies the Contractor from and against all liability to third parties relating to use of the advice, drawings, calculations, designs, materials, samples, models and the like provided by or on behalf of the Client.

4.4. The Client guarantees that the materials supplied by him or by him and components meet the requirements of the Pleasure Craft Act, as well as other laws and regulations, mentioned or ensuing requirements.

4.5. If the Client carries out work himself, the Client is obliged to comply with the requirements stated in the Pleasure Craft Act, or other laws and guidelines. The Client must follow the instructions of the Contractor in this respect.

## Article 5: Delivery period / performance period

5.1. The delivery period and/or performance period will be set by the Contractor on an approximate basis.

5.2. In setting the delivery period and/or performance period, the Contractor will assume that it will be able to perform the assignment under the conditions known to it at that time.

5.3. The delivery period and/or performance period will only commence once agreement has been reached on all commercial and technical details, all necessary data, final and approved drawings and the like are in the Contractor's possession, the agreed payment or instalment has been received and the necessary conditions for performance of the assignment have been satisfied.

5.4. a. In the event of circumstances that differ from those that were known to the Contractor when it set the delivery period and/or performance period, it may extend the delivery period and/or performance period by such period as it needs to perform the assignment under such circumstances. If the work cannot be incorporated into the Contractor's schedule, it will be performed as soon as the Contractor's schedule so permits.

b. In the event of any contract addition, the delivery period and/or performance period will be extended by such period as the Contractor needs to (cause to) supply the materials and parts for such work and to perform the contract addition. If the contract addition cannot be incorporated into the Contractor's schedule, the work will be performed as soon as the Contractor's schedule so permits.

c. If the Contractor suspends its obligations, the delivery period and/or performance period will be extended by the duration of the suspension. If the continuation of the work cannot be incorporated into the Contractor's schedule, the work will be performed as soon as the Contractor's schedule so permits.

d. In the event of inclement weather, the delivery period and/or performance period will be extended by the resulting delay.

5.5 The Client is required to pay all costs incurred by the Contractor as a result of delay affecting the delivery period and/or performance period as referred to in Article 5.4.

5.6 If the delivery period and/or performance period is/are exceeded, this will in no event entitle to damages or termination.

## Article 6: Force majeure

6.1. The Contractor is entitled to suspend performance of its obligations if it is temporarily prevented from performing its contractual obligations to the Client due to force majeure.

6.2 Force majeure is understood to mean, inter alia, the circumstance of failure by suppliers, the Contractor's subcontractors or transport companies engaged by the Contractor to perform their obligations or perform them in good time, weather conditions, earthquakes, fire, power failure, loss, theft or destruction of tools or materials, road blocks, strikes or work stoppages and import or trade restrictions.

6.3 If the Contractor's temporary inability to perform lasts for more than six months, it will no longer be entitled to suspend performance. On expiry of this deadline, the Client and the Contractor may terminate the agreement with immediate effect, but only as regards such part of the obligations that has not yet been performed.

6.4 In the event of force majeure where performance is or becomes permanently impossible, both parties are entitled to terminate the agreement with immediate effect as regards such part of the obligations that has not yet been performed.

6.5. The parties will not be entitled to compensation for damage suffered or to be suffered as a result of suspension or termination as referred to in this article.

## Article 7: Changes to the work

7.1. Changes to the work will in any event result in contract variations work if:

- a. the design, specifications or contract documents are changed;
- b. the information provided by the Client is not factually accurate;
- c. quantities diverge by more than 10% from the estimates.

7.2. Contract additions will be charged on the basis of the pricing factors applicable at the time the contract addition is performed.

Contract deductions will be charged on the basis of the pricing factors applicable at the time the agreement was concluded.

7.3. The Client will be obliged to pay the price of the contract addition as referred to in paragraph 1 of this article on any of the occasions below, such at the discretion of the Contractor:

- a. when the contract addition arises;
- b. at the same time as payment of the principal sum;
- c. on the next agreed payment deadline.

7.4. If the sum of the contract deduction exceeds that of the contract addition, in the final settlement the Contractor may charge the Client 10% of the difference. This provision does not apply to contract deductions that result from a request by the Contractor.

## Article 8: Completion of the work

8.1. The work is deemed to be completed in the following events:

- a. when the Client has done a proper check and approved the work;
- b. when the work is been taken into commission by the Client. If the Client takes part of the work into commission, that part will be deemed to be completed;
- c. if the Contractor notifies the Client in writing that the work has been completed and the Client does not inform it in writing as to whether or not the work is approved within 14 days of such notification having been made;
- d. if the Client does not approve the work due to minor defects or missing parts that can be rectified or subsequently delivered within 30 days and that do not prevent the work from being taken into commission.

8.2. If the Client does not approve the work, it is required to inform the Contractor of this in writing, stating reasons. The Client must provide the Contractor with the opportunity to complete the work as yet.

8.3. The Client indemnifies the Contractor from and against any claims by third parties for damage to non-completed parts of the work caused by use of parts of the work that have already been completed.

## Article 9: Liability

9.1. In the event of an attributable failure, the Contractor is obliged to perform its contractual obligations as yet.

9.2 The Contractor's obligation to pay damages, irrespective of the legal basis, is limited to damage for which the Contractor is insured under an insurance policy taken out by it or on its behalf, but will never exceed the amount paid out under this insurance in the relevant case.

9.3. If, for any reason whatsoever, the Contractor cannot invoke the limitation in paragraph 2 of this article, the obligation to pay damages will be limited to a maximum of the total assignment/contract

amount (excluding VAT). If the agreement comprises parts or partial deliveries, the obligation to pay damages is limited to a maximum of the assignment amount (excluding VAT) of that part or that partial delivery.

9.4. The following does not qualify for compensation:

- a. consequential loss, including business interruption loss, production loss, loss of profit, transport costs and travel and accommodation expenses. The Client may insure itself against this damage if possible;
- b. damage to goods in or under its care, custody or control. Such damage includes damage caused as a result of or during the performance of the work to goods on which work is being performed or to goods situated in the vicinity of the work site. The Client may insure itself against such damage if it so desires;
- c. damage caused by the intent or wilful recklessness of agents or non-management employees of the Contractor.

9.5. The Contractor is not liable for damage to material provided by or on behalf of the Client where that damage is the result of improper processing.

9.6 The Client indemnifies the Contractor from and against all claims by third parties on account of product liability as a result of a defect in a product supplied by the Client to a third party and that consisted, entirely or partially, of products and/or materials supplied by the Contractor. The Client is obliged to compensate all damage suffered by the Contractor in this respect, including the full costs of defence.

## Article 10: Warranty and other claims

10.1. If the agreed performance was not properly executed, the Contractor will decide whether to properly execute it as yet or to credit the Client for a proportionate part of the invoice amount. If the Contractor chooses to properly execute the performance as yet, it will determine the manner and time of execution itself. If the agreed performance consisted (entirely or partially) of the processing of material provided by the Client, the Client must provide new material at its own risk and expense.

10.2. Parts or materials that are repaired or replaced by the Contractor must be sent to the Contractor by the Client.

10.3. The Client bears the expense of:

- a. all costs of transport or dispatch;
- b. costs of disassembly and assembly;
- c. travel and accommodation expenses.

10.4. The Client must in all cases offer the Contractor the opportunity to remedy any defect or to perform the processing again.

10.5. The Client may only invoke the warranty once it has satisfied all its obligations to the Contractor.

10.6. If not agreed otherwise in an agreement upon delivery the following tolerances are applicable:

- 2% area on single curved surfaces;
- 3% area over double curved surfaces;

10.7. a. No warranty is given if the defects result from:

- improper use;
- lack of maintenance or improper maintenance;
- installation, fitting, modification or repair by the Client or third parties;
- defects in or unsuitability of goods originating from, or prescribed by, the Client;
- defects in or unsuitability of materials or auxiliary materials used by the Client.

b. No warranty is given in respect of:

- goods supplied that were not new at the time of delivery;
- the inspection and repair of goods of the Client;
- parts for which a manufacturer's warranty has been provided.

10.8 The provisions of paragraphs 2 to 7 of this article apply mutatis mutandis to any claims by the Client based on breach of contract, non-conformity or on any other basis whatsoever.

10.9 The Client cannot assign any rights under this article.

## Article 11: Obligation to complain

11.1 The Client can no longer invoke a defect in performance if it does not make a written complaint to the Contractor in respect thereof within fourteen days of the date it discovered, or should reasonably have discovered, the defect.

11.2 On pain of forfeiture of all rights, the Client must submit complaints regarding the amount invoiced to the Contractor in writing within the payment deadline. If the payment deadline is longer than thirty days, the Client must complain no later than thirty days after the date of the invoice.

## Article 12: Failure to take delivery of goods

12.1 Upon expiry of the delivery period and/or performance period, the Client is obliged to take delivery of the good or goods forming the subject of the agreement.

12.2 The Client must lend all cooperation that can be reasonably expected from it to enable the Contractor to make the delivery.

12.3 If the Client does not take delivery of goods, such goods will be stored digitally at the risk and expense of the Client.

12.4 Upon breach of the provisions in paragraphs 1 and/or 2 of this article, the Client will owe the Contractor a penalty of € 250 per day, to a maximum of € 25,000. This penalty may be claimed in addition to damages pursuant to the law.

## Article 13: Payment

13.1. Payment will be made to an account to be designated by the Contractor.

13.2. Unless agreed otherwise, payment will be made within 14 days of the date of the invoice.

13.3. If the Client fails to comply with its payment obligation, instead of paying the sum of money agreed it will be obliged to comply with a request by the Contractor for payment in kind (in-betalinggeving).

13.4. The right of the Client to set off or suspend amounts it is owed by the Contractor, save in the event of the Contractor's bankruptcy or if statutory debt rescheduling applies to the Contractor.

13.5 Irrespective of whether the Contractor has fully executed the agreed performance, everything that is or will be owed to it by the Client under the agreement is immediately due and payable if:

- a. deadline for payment has been exceeded;
- b. an application has been made for the Client's bankruptcy or suspension of payments;
- c. attachment is levied on the Client's goods or claims;
- d. the Client (a company) is dissolved or wound up.
- e. the Client (a natural person) requests to be admitted to statutory debt rescheduling, is placed under guardianship or dies.

13.6 If payment is not made within the agreed payment deadline, the Client will immediately owe interest to the Contractor. The interest rate is 12% per annum, but is equal to the statutory interest rate if the latter rate is higher. When calculating interest, part of a month is regarded as a whole month.

13.7 The Contractor is authorised to set off its debts to the Client with amounts owed by the Client to companies affiliated with the Contractor. In addition, the Contractor is authorised to set off amounts owed to it by the Client with debts to the Client of companies affiliated with the Contractor. Further, the Contractor is authorised to set off its debts to the Client with amounts owed to the Contractor by companies affiliated with the Client. Affiliated companies are understood to mean the companies belonging to the same group, within the meaning of Article 2:24b Dutch Civil Code, and participating interests within the meaning of Article 2:24c Dutch Civil Code.

13.8 If payment is not made within the agreed payment deadline, the Client will owe the Contractor all extrajudicial costs, with a minimum of € 75.

13.9 If judgment is rendered in favour of the Contractor in legal proceedings, all costs that it has incurred in relation to these proceedings will be borne by the Client.

## Article 14: Security

14.1. Irrespective of the agreed payment conditions, upon the first demand of the Contractor the Client is obliged to provide such security for payment as the Contractor deems sufficient. If the Client does not comply with such demand within the period set, it will immediately be in default. In that event, the Contractor is entitled to terminate the agreement and to recover its damage from the Client.

14.2. The Contractor will retain ownership of any goods delivered as long as the Client:

- a. fails or will fail in the performance of its obligations under this agreement or other agreements;
- b. has not paid debts that have arisen due to non-performance of the aforementioned agreements, such as damage, penalties, interest and costs.

14.3. As long as the goods delivered are subject to retention of title, the Client may not encumber or alienate the same other than in the ordinary course of its business.

14.4. Once the Contractor has invoked its retention of title, it may take possession of the goods delivered. The Client will lend its full cooperation to this end.

14.5. The Contractor has a right of pledge and a right of retention in respect of all goods that are or will be held by it for any reason whatsoever and for all claims it has or might acquire against the Client in respect of anyone seeking their surrender.

14.6. If, after the goods have been delivered to the Client by the Contractor in accordance with the agreement, the Client has met its obligations, the retention of title will be revived with regard to such goods if the Client does not meet its obligations under any agreement subsequently concluded.

## Article 15: Termination of the Agreement

If the Client wishes to terminate the agreement without the Contractor being in default, and the Contractor agrees to this, the agreement will be terminated by mutual consent. In that case, the Contractor is entitled to compensation for all financial loss, such as loss suffered, loss of profit and costs incurred.

## Article 16: Applicable law and competent court

16.1. Only Dutch law applies.

16.2. The Vienna Sales Convention (C.I.S.G.) does not apply, nor do any other international regulations the exclusion of which is permitted.

16.3. Disputes will be heard exclusively by the Dutch civil court with jurisdiction over the Contractor's place of establishment, unless this is contrary to mandatory law. The Contractor may deviate from this rule of jurisdiction and apply the statutory rules of jurisdiction.