

Article 1. Definitions and scope

- 1.1. Unless the context requires otherwise, capitalised words and expressions in these General Conditions of Sale are defined words and expressions, which have the following assigned meanings:
- Applicable Legislation: includes, but is not limited to, laws, rules, codes, regulations and legal requirements that come into force from time to time, specifically including (but not limited to) those pertaining to labour and employment, human rights, privacy, safety, all applicable taxes, the environment, competition and antitrust, anticorruption and bribery, and export controls and sanctions;
- Buyer: the buyer and every company affiliated with the Buyer that purchases Products and/or Services from Dutchclamp;
- Confidential Information: is all information that: (a) the disclosing party has marked or designated as confidential; (b) the confidential nature of which can reasonably be inferred from the nature or substance of the information or the circumstances under which it has been provided; or (c) relates to technical data, company information, prices, customer details, know-how, designs, drawings, specifications or other business information.
- Contract: the agreement (written or otherwise) between Dutchclamp and the Buyer for the delivery of Products or the provision of Services, following Dutchclamp's acceptance of the Buyer's order;
- Dutchclamp: Simona Dutchclamp B.V., having its registered office in Dordrecht, the Netherlands, and every company affiliated with Dutchclamp;
- Export Control Legislation: has the meaning assigned to it in Article 12.3;
- Force Majeure: has the meaning assigned to it in Article 11.1;
- Indemnified Party: has the meaning assigned to it in Article 10.1;
- Insolvency Event: means that (i) the Buyer goes into voluntary or forced liquidation; (ii) a trustee in bankruptcy and/or manager or administrator has been appointed for all or some of the assets of the Buyer and/or its business, or the Buyer is the subject of an application to that effect; (iii) the Buyer enters into an arrangement or composition with its creditors; or (iv) an event with the same effect as (i) to (iii) occurs in a jurisdiction to whose laws the Buyer is subject;
- Losses: has the meaning assigned to it in Article 10.1;
- Moulds: has the meaning assigned to it in Article 17.1;
- Net Order Value: the invoice amount exclusive of VAT, excluding transport costs and excluding any surcharges, levies, insurance costs and packaging;
- Payment Term: has the meaning assigned to it in Article 5.6;
- Products: all goods that Dutchclamp supplies to the Buyer;
- Services: the services (if applicable) provided by or on behalf of Dutchclamp;
- Special Products: has the meaning assigned to it in Article 16.3;
- Specifications: has the meaning assigned to it in Article 8.1;
- Warranty: has the meaning assigned to it in Article 8.1;
- 1.2. These General Conditions of Sale apply to Dutchclamp's offers and to the Contract, to the exclusion of any other terms and conditions the Buyer may want to impose or declare applicable or that implicitly apply on the basis of the law or trade usages.
- 1.3. These General Conditions of Sale and the Contract form the entire agreement between Dutchclamp and the Buyer.

Article 2. Offer/acceptance

- 2.1. A quotation from Dutchclamp does not constitute an offer, but an invitation to the Buyer to place an order.
- 2.2. The Contract is not formed until Dutchclamp accepts the Buyer's order by means of a written order confirmation. Every individually accepted order is a separate Contract.

- 2.3. Once Dutchclamp has accepted the order, the Buyer cannot withdraw/cancel its order without Dutchclamp's prior written permission.
- 2.4. The Buyer acknowledges that it has not relied on any statement or promise made by or on behalf of Dutchclamp that is not included in the Contract.

Article 3. Delivery/transfer of risk

- 3.1. The delivery conditions are interpreted in accordance with the most recent edition of the INCOTERMS as applicable on the date of the Contract.
- 3.2. If the Net Order Value is €500 or more, deliveries within the Netherlands, with the exception of the West Frisian Islands, are DDP (Delivered Duty Paid). Transport costs are charged if the Net Order Value is less than €500. Irrespective of the Net Order Value, transport costs are always charged for deliveries to the West Frisian Islands.
- 3.3. Deliveries outside the Netherlands are EXW (Ex Works), unless the parties have expressly agreed otherwise in writing. The risk of loss of or damage to the Products passes to the Buyer when the Products are made available to the Buyer or a carrier designated by the Buyer at the location indicated by Dutchclamp.
- 3.4. The time of delivery or execution is not of the essence. Non-delivery of the Products and/or non-performance of the Services on the indicated date does not give the Buyer the right to demand any compensation for loss, damage or costs or to cancel the order.
- 3.5. Dutchclamp may deliver in instalments and/or make partial deliveries. If Dutchclamp does not make partial delivery of Products and/or does not perform Services on a specific date, this does not give the Buyer the right to reject or cancel the entire order.
- 3.6. The Buyer is responsible for checking and signing for all deliveries, and by signing the Buyer indicates that the delivery received is complete and in good condition. If the delivery is incomplete or damaged, this must be reported to the delivery service and to Dutchclamp immediately. Product returns are not accepted if Dutchclamp has not approved them in advance and in writing.

Article 4. Quantity variation

- 4.1. The Buyer pays for the quantity of Products delivered and may not refuse the Product delivery on the basis of a deviation from the quantity if this variation is no more than 10% of the quantity ordered.

Article 5. Price and payment

- 5.1. All prices are exclusive of VAT and all other taxes that may apply to the Products and Services.
- 5.2. Dutchclamp is entitled to adjust the prices agreed if one or more cost-increasing circumstances occur after the Contract has been concluded, including, but not limited to, increases in the prices of raw materials, energy prices, transport costs, wage costs, insurance premiums, taxes, levies or exchange rates or changes in laws and regulations.
- 5.3. Dutchclamp will inform the Buyer in writing before adjusting the price, stating the reason for the price adjustment and the effective date.
- 5.4. If the price adjustment results in an increase by more than ten per cent (10%) of the price agreed, the Buyer will have the right to terminate the Contract in writing with effect from the date on which the price adjustment takes effect, without either party being bound to pay compensation to the other party.
- 5.5. Price adjustments are without prejudice to Dutchclamp's right to demand an amendment to or rescission of the Contract pursuant to Article 6:258 of the Dutch Civil Code if unaltered maintenance cannot be required according to the standards of reasonableness and fairness.

- 5.6. Dutchclamp will provide the Buyer with invoices for all Products and Services. The Buyer must pay these invoices within thirty (30) days of the invoice date (the “Payment Term”) in the currency and into Dutchclamp’s bank account as stated on the invoice, unless otherwise agreed in writing between the parties.
- 5.7. The Payment Term is considered a strict deadline within the meaning of Article 6:83, opening words and (a), of the Dutch Civil Code. The Buyer is bound to pay Dutchclamp all amounts due in full, without charge and within the Payment Term. The Buyer is not entitled to suspend any payment obligation or to set it off against an alleged or actual counterclaim or to withhold payment in full or in part in any other way. Complaints, claims or entitlements of the Buyer on any basis do not suspend the Buyer’s payment obligation.
- 5.8. On request, the Buyer will immediately reimburse Dutchclamp for all costs, including fees of debt collection agencies and attorneys, that Dutchclamp has incurred to collect the amounts due by the Buyer.
- 5.9. If the Buyer fails to pay on time, Dutchclamp may (i) terminate the Contract and/or the relationship with the Buyer with immediate effect following written notice to the Buyer, and/or (ii) suspend deliveries.
- 5.10. In the event of non-payment on the due date, the statutory commercial interest rate in the Netherlands plus two (2) percentage points will be due by operation of law and without any formalities being required. Interest runs from the due date until the date on which Dutchclamp receives the full amount due.
- 5.11. Payments by the Buyer always first serve to pay any costs due, then to pay interest and subsequently to pay the invoices that have been outstanding the longest, even if the Buyer indicates that its payment relates to other invoices and/or debts.

Article 6. Security

- 6.1. Dutchclamp is entitled at all times to demand that the Buyer provide appropriate security for compliance with its payment obligations or other obligations under the Contract, if:
 - (a) in Dutchclamp’s opinion, there are well-founded reasons to fear that the Buyer is or will not be able or willing to comply with its contractual obligations;
 - (b) the Buyer is in default with regard to any obligation to Dutchclamp;
 - (c) an Insolvency Event occurs or threatens to occur with regard to the Buyer; or
 - (d) the Buyer undergoes a change of control.
- 6.2. If the Buyer fails to provide appropriate security within a reasonable period set by Dutchclamp and in any event within fourteen (14) days of a written request to that effect, without prejudice to its other rights Dutchclamp will be entitled to:
 - (a) suspend performance of the Contract and all other agreements with the Buyer;
 - (b) demand payment in advance of Products yet to be supplied and/or Services yet to be provided;
 - (c) rescind the Contract and all other agreements with the Buyer in full or in part; and/or
 - (d) declare all outstanding debts payable by the Buyer immediately due and payable.
- 6.3. Dutchclamp will not be liable for any loss or damage the Buyer suffers as a result of suspension or rescission pursuant to this article.

Article 7. Retention of title

- 7.1. The ownership of all Products that Dutchclamp supplies to the Buyer remains with Dutchclamp until the Buyer has fully paid all current and future debts the Buyer owes Dutchclamp on any basis, including debts regarding Products that have already been supplied, that have yet to be supplied and/or that have been returned, as well as ancillary debts such as interest, costs and compensation for loss or damage.

- 7.2. Pending payment, the Buyer will keep the unused Products in good condition for Dutchclamp and will keep them separate from all other goods to ensure that they can easily be identified as Dutchclamp's goods.
- 7.3. In the event of attachment at the Buyer or an Insolvency Event with regard to the Buyer, the Buyer will be obliged: (a) to notify Dutchclamp in writing without delay; and (b) advise the bailiff, administrator, trustee in bankruptcy or other competent official levying the attachment of Dutchclamp's ownership pursuant to the retention of title.
- 7.4. Dutchclamp has the right to enter the Buyer's business sites (or other sites) and buildings to collect the Products to which it is entitled/that it owns.
- 7.5. The Buyer must fully cooperate with Dutchclamp if Dutchclamp decides to rely on the retention of title.
- 7.6. Irrespective of the law that governs these General Conditions of Sale, the Buyer may sell the Products as part of the ordinary course of its business, but the Buyer may not pledge, mortgage or otherwise encumber the Products before all amounts invoiced by or due to Dutchclamp have been paid in full.

Article 8. Limited warranty/rights of the Buyer

- 8.1. Without prejudice to the provisions of Article 8.2, Dutchclamp exclusively warrants to the Buyer that, at the time of delivery, the Products meet Dutchclamp's standard Product specifications or other specifications that Dutchclamp and the Buyer have expressly agreed in writing (the "Specifications") (the "Warranty").
THIS WARRANTY IS THE ONLY WARRANTY THAT DUTCHCLAMP PROVIDES.
DUTCHCLAMP PROVIDES NO OTHER EXPRESS OR IMPLIED VERBAL OR WRITTEN WARRANTIES WITH REGARD TO THE PRODUCTS, THEIR APPLICATION OR THEIR USE.
THIS WARRANTY REPLACES ANY AND ALL OTHER WARRANTIES OR CONDITIONS THAT WOULD OTHERWISE APPLY IN CONTRACT OR BY LAW, SPECIFICALLY INCLUDING THE IMPLIED CONDITIONS, PROVISIONS OR WARRANTIES OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, EACH OF WHICH IS EXPRESSLY DISCLAIMED.
- 8.2. The Buyer accepts that discrepancies between the Products and the Specifications that do not materially affect the functionality of the Products do not constitute a defect. The following are in any event regarded as minor discrepancies: (a) discrepancies in dimensions, weight or length of up to 10%; (b) limited colour differences; (c) differences in texture or gloss that are inherent in the production process; (d) other discrepancies that fall within the applicable technical standards and industry standards.
- 8.3. In the event that the Products do not conform to the Warranty, Dutchclamp will repair or replace these Products or refund the price of the Products at its own discretion and, having done so, it will not be liable in any other way.
- 8.4. The Buyer must inform Dutchclamp of every claim that Products do not conform to the Warranty and must do so within seven (7) days of becoming aware of such a claim, and in any event no later than thirty (30) days from delivery of the Product to the Buyer.
- 8.5. If the Buyer fails to inform Dutchclamp of a claim in accordance with Article 8.4, this means that the Buyer waives such a claim.
- 8.6. If the Buyer has started using any Products, these are deemed to conform to the Contract, unless the Buyer demonstrates that a hidden defect exists.
- 8.7. Dutchclamp does not provide any warranty with regard to Services provided or allegedly provided to the Buyer or another party and is not liable with regard to such Services.
- 8.8. It is a strict condition of this Warranty that the Buyer will take all reasonable measures to limit the consequences of any loss or damage suffered by the Buyer for which a claim is filed.

Article 9. Limitation of liability

- 9.1. Dutchclamp is not liable for any loss or damage caused by the Buyer's failure to perform effective quality control or a failure to store or use the Products or otherwise act as advised or in accordance with Dutchclamp's instructions or industry standards.
- 9.2. Without prejudice to the Buyer's other obligations in the context of effective quality control, the Buyer will ensure timely and sound inspection and density testing of Products before processing, installing or using them or otherwise rendering them inaccessible for further inspection. If the Buyer does not comply with this obligation, any right to warranty and liability of Dutchclamp with regard to defects that could have been discovered through such an inspection or density test will lapse.
- 9.3. DUTCHCLAMP IS NOT LIABLE, WHETHER IN CONTRACT, UNLAWFUL ACT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY OBLIGATIONS OR OTHERWISE, TO THE BUYER FOR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF OR DAMAGE TO PROPERTY, DECREASES IN VALUE OR LOSS OF GOODWILL OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR ADDITIONAL LOSS OR DAMAGE, SPECIAL INTANGIBLE LOSS, PUNITIVE DAMAGES OR CONSEQUENTIAL LOSS OR DAMAGE.
- 9.4. DUTCHCLAMP'S TOTAL LIABILITY TO THE BUYER WITH REGARD TO ANY AND ALL LOSS AND DAMAGE ARISING FROM OR CONNECTED WITH THE CONTRACT IS A MAXIMUM OF THE PRICE OF THE PRODUCTS DELIVERED OR THE SERVICES PROVIDED UNDER THE CONTRACT OR, IF LOWER, €50,000.
- 9.5. Nothing in this article limits or excludes Dutchclamp's liability for matters in respect of which it is unlawful for Dutchclamp to exclude or limit its liability.

Article 10. Indemnification

- 10.1. The Buyer will indemnify, hold harmless and defend Dutchclamp and its affiliated companies and each of its and their respective directors, officers, employees, agents, successors and assigns (each an "Indemnified Party") from and against all third-party claims, including all losses, damage, liabilities, penalties, costs or expenses of any nature (including attorney's fees) (jointly the "Losses") incurred by an Indemnified Party as a result of such claims that arise from or are connected with (i) negligence or misconduct by the Buyer or any of its affiliated companies; or (ii) breach of the Contract by the Buyer. The provisions of this article remain in force after termination of the Contract between Dutchclamp and the Buyer.

Article 11. Force Majeure

- 11.1. Dutchclamp is not liable for non-compliance with its obligations if this is caused directly or indirectly by a circumstance that is not attributable to Dutchclamp, including war, a national emergency, an epidemic or pandemic, a terrorist attack, sanctions, inadequate transport facilities, defective equipment, raw materials, materials, supplies, fuel or energy being unavailable or not being available on time, a natural disaster, labour conflict, government measures, a cyberattack, criminal acts of third parties or vandalism, to the extent that these circumstances prevent or seriously hinder compliance by Dutchclamp (each an event of "Force Majeure").
- 11.2. In the event of Force Majeure, Dutchclamp is not bound to procure Products or raw materials from third parties or from alternative sources to comply with its obligations. If Dutchclamp has only a limited number of Products available as a result of Force Majeure, it will be entitled to divide the Products among its customers, affiliated companies and resellers in reasonableness.
- 11.3. Where an event of Force Majeure lasts for more than three (3) months or it may reasonably be expected to last for more than three (3) months, both Dutchclamp and the Buyer have the right to rescind the Contract in full or in part, without the other party having any right to compensation.

Article 12. Compliance with laws

- 12.1. The Buyer will comply with, and will ensure that its officers, employees, counterparties, resellers, subcontractors and other persons comply with, all Applicable Legislation and will not take any action that results in Dutchclamp acting contrary to the Applicable Legislation.
- 12.2. The Buyer is solely and fully responsible for obtaining, maintaining and complying with all certifications, authorisations, licences and permits required to carry on its business and to comply with its obligations under the Contract. The associated costs will be borne by the Buyer in full.
- 12.3. The Buyer acknowledges that the use of the Products may be subject to requirements or restrictions pursuant to laws, statutory regulations, rules, codes or standards, including, but not limited to, all applicable regulations regarding (i) combating bribery and corruption, and (ii) international trade, including embargoes, import and export controls and lists of sanctioned parties ("Export Control Legislation"). The Buyer guarantees and declares that:
 - (a) the Buyer, its ultimate beneficial owners and the persons acting on the Buyer's behalf are not included in any sanctions list;
 - (b) the Buyer will not sell, resell, export or transfer the Products or otherwise make the Products available: (i) to persons, entities or countries subject to sanctions or embargoes; (ii) to persons or entities included in any sanctions list; or (iii) for use in activities that are contrary to the Export Control Legislation;
 - (c) the Buyer will obtain and maintain all necessary export, import re-export and transit permits required for the purchase, possession, use, sale and resale of the Products;
 - (d) the Buyer will inform Dutchclamp without delay if the Buyer becomes aware of facts or circumstances that may affect compliance with the Export Control Legislation.
- 12.4. Dutchclamp has the right to:
 - (a) request information from the Buyer that is necessary to comply with the Export Control Legislation, including, but not limited to, information about the final destination, the end use and the end user of the Products;
 - (b) suspend or refuse the delivery of Products and/or the provision of Services if Dutchclamp is reasonably of the opinion that such delivery or provision would result in a breach of the Export Control Legislation;
 - (c) terminate the Contract immediately if the Buyer breaches the provisions of this article or if Dutchclamp is reasonably of the opinion that continuation of the Contract would result in a breach of the Export Control Legislation.
- 12.5. The Buyer fully indemnifies Dutchclamp against any and all claims, penalties, sanctions, loss, damage, costs and expenses (including costs of legal assistance) arising from or connected with a breach by the Buyer of this article.
- 12.6. The Buyer's obligations under this article remain in force after termination or expiry of the Contract.

Article 13. Termination

- 13.1. A Contract does not create any obligation for Dutchclamp with regard to future orders. Dutchclamp has the right to refuse orders and to terminate the relationship with the Buyer in another way at any time.
- 13.2. Dutchclamp has the right to terminate and/or suspend the Contract immediately if:
 - (a) the Buyer is materially or consistently in breach of the Contract;
 - (b) the Buyer undergoes a change of control in its shares or ownership;
 - (c) the Buyer suspends (or is reasonably likely to suspend) or threatens to suspend payment of its debts or is unable (or is reasonably likely to be unable) to pay its debts when they fall due, or admits that it is unable to pay its debts or is not deemed capable of paying its debts, or anything comparable to any of the above;
 - (d) there is an Insolvency Event on the part of the Buyer;
 - (e) subject to a notice period of at least seven (7) days at all times.

- 13.3. On termination or suspension of the Contract for any reason:
- (a) all amounts that Dutchclamp has invoiced to the Buyer, irrespective of whether payment was due, become immediately due and payable;
 - (b) the Products delivered or promised to be produced that have not been invoiced will be invoiced and will be due immediately;
 - (c) Dutchclamp's permission to the Buyer to sell, convert or process the Products mentioned in Article 7 (*Retention of title*) lapses immediately; and
 - (d) without prejudice to its other rights, Dutchclamp may reclaim or resell the Products and may enter the Buyer's site for that purpose.
- 13.4. Under no circumstances will the Buyer have any right to any form of compensation for loss or damage or to any other payment as a result of termination or suspension. On termination or expiry of the Contract, the Buyer will return to Dutchclamp all written and electronic Confidential Information provided by Dutchclamp and will make no further use of it.

Article 14. Law and dispute resolution

- 14.1. These General Conditions of Sale, the Contract and all disputes between Dutchclamp and the Buyer are governed by the laws of the Netherlands, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods and all choice-of-law rules governing the application of the laws of another jurisdiction.
- 14.2. Any disputes between Dutchclamp and the Buyer that the parties are unable to resolve by agreement will be settled exclusively by the District Court of Rotterdam. Dutchclamp and the Buyer agree to the jurisdiction and location of this District Court.

Article 15. Personal data

- 15.1. To the extent that Dutchclamp processes personal data in the context of the Contract, it does so as a controller or, if applicable, as a processor within the meaning of the General Data Protection Regulation (GDPR). Dutchclamp only processes personal data to the extent necessary to perform the Contract, to comply with statutory obligations, for legitimate business interests or on another valid basis as referred to in Article 6 GDPR.
- 15.2. The Buyer warrants and guarantees that all personal data provided to Dutchclamp by or on behalf of the Buyer have been obtained lawfully and may be processed and provided to Dutchclamp. The Buyer fully indemnifies Dutchclamp against any and all claims, penalties, sanctions, loss, damage and costs (including costs of legal assistance) arising from a breach of the GDPR or other applicable privacy legislation by the Buyer or by persons for whom the Buyer is responsible.
- 15.3. If and to the extent that, when performing the Contract, Dutchclamp processes personal data for the Buyer as a processor within the meaning of the GDPR, the Buyer agrees that Dutchclamp implements appropriate technical and organisational measures in accordance with Article 32 GDPR and is entitled to engage processors and sub-processors. The Buyer hereby gives Dutchclamp general permission to engage sub-processors.
- 15.4. Dutchclamp is not liable for any loss, damage, penalty or sanction arising from incorrect, incomplete or unlawful personal data provided by or on behalf of the Buyer or for instructions of the Buyer that conflict with applicable privacy legislation.
- 15.5. Dutchclamp is entitled to retain personal data for as long as necessary to perform the Contract, to comply with statutory retention obligations or to pursue its legitimate interests, including dispute resolution and legal enforcement.

Article 16. Intellectual property rights

- 16.1. Dutchclamp or its supplier owns all intellectual property rights in the Products and Services, as well as the models, moulds, dies and other items connected with the Products and their production, and the Buyer agrees that these rights cannot be used in any way without Dutchclamp's prior written permission.
- 16.2. The Buyer agrees to compensate Dutchclamp for all direct and indirect damage, losses and legal costs that Dutchclamp has incurred or will incur as a result of infringement caused by the Buyer of Dutchclamp's intellectual property rights in the Products and Services.
- 16.3. If the Buyer instructs the manufacture of specific Products, whether or not on the basis of drawings, specifications, models, instructions or other directions provided by the Buyer ("Special Products"), Dutchclamp will obtain and retain all intellectual property rights in the Special Products, the manufacturing and construction methods and all corresponding know-how, unless expressly agreed otherwise in writing.
- 16.4. The Buyer guarantees that the manufacture and supply of Special Products by Dutchclamp according to drawings, specifications, models, instructions or other directions provided by the Buyer does not infringe any intellectual property rights of third parties. The Buyer fully indemnifies Dutchclamp against any and all third-party claims regarding such infringement, including all damage, losses, costs and legal costs Dutchclamp suffers as a result.

Article 17. Moulds and tools

- 17.1. If Dutchclamp uses moulds, dies, tools, models or other aids (jointly the "Moulds") when manufacturing Special Products, these Moulds will remain Dutchclamp's property, unless expressly agreed otherwise in writing.
- 17.2. The Buyer will bear all costs of purchase, manufacture, replacement, repair and maintenance of the Moulds, irrespective of whether the Moulds are Dutchclamp's or the Buyer's property.
- 17.3. Dutchclamp has the right to destroy or otherwise remove Moulds if they have not been used to produce Special Products for the Buyer for a consecutive period of five (5) years. At least three (3) months before the proposed destruction or removal, Dutchclamp will so notify the Buyer in writing.
- 17.4. If, within the period of three (3) months mentioned in Article 17.3, the Buyer states in writing that it wishes to keep the Moulds, the Buyer will be obliged: (a) to collect the Moulds from Dutchclamp's premises at the Buyer's own expense and risk within thirty (30) days of the notification; or (b) to pay the storage costs that Dutchclamp charges for the further storage of the Moulds.
- 17.5. If the Buyer does not respond within the period mentioned in Article 17.4 or does not collect the Moulds, the Buyer will be deemed to have waived all rights to the Moulds and Dutchclamp will be entitled to destroy or otherwise remove them without further notice.
- 17.6. Dutchclamp will not be liable for any loss or damage the Buyer suffers as a result of the destruction or removal of Moulds in accordance with this article.

Article 18. Confidentiality

- 18.1. Both parties will treat all confidential information they receive from the other party confidentially and will use it exclusively for the performance of the Contract.
- 18.2. The duty of confidentiality does not apply to information that: (a) is or becomes publicly known without this article being breached; (b) has lawfully been obtained from a third party without a duty to observe confidentiality; (c) was already in the receiving party's possession before it was provided; or (d) must be disclosed pursuant to a statutory obligation or court order, provided that the receiving party informs the disclosing party in advance.
- 18.3. Confidential information may only be provided to employees, advisers and subcontractors who need this information to perform the Contract and who are bound by a similar duty of confidentiality.

- 18.4. At the disclosing party's request, the receiving party will return or destroy all confidential information (including copies) immediately.
- 18.5. The obligations under this article remain in force during the term of the Contract and for a period of five (5) years after its termination or expiry.

Article 19. Miscellaneous

- 19.1. If any provision of these General Conditions of Sale, the Contract and other terms and conditions agreed between Dutchclamp and the Buyer is fully or partially invalid, unlawful or unenforceable in any jurisdiction, this will not affect any other provision and will not render such a provision invalid or unenforceable in another jurisdiction, and Dutchclamp and the Buyer will negotiate in good faith about an amendment to these General Conditions of Sale or other terms and conditions agreed, in order to retain the original intention of Dutchclamp and the Buyer to the greatest extent possible.
- 19.2. All notices are given in writing and are deemed to have been given (a) when handed over in person or by a recognised commercial courier; (b) on the third (3rd) working day of dispatch by post with confirmation of receipt; or (c) on the date on which the e-mail is sent (with confirmation of transmission).
- 19.3. The Buyer cannot transfer the Contract without Dutchclamp's prior written permission. Dutchclamp may transfer or outsource any or all of its obligations at any time.
- 19.4. Not a single condition in the Contract can be enforced by a party that is not a party to the Contract.
- 19.5. If Dutchclamp does not exercise any right or any power or does not do so immediately, this does not entail a waiver of that right or power in respect of the Buyer.
- 19.6. Not a single change is binding, unless it has been agreed in writing.
- 19.7. This is an English translation of the terms and conditions originally drafted in Dutch. In the event of any conflict, ambiguity, inconsistency or discrepancy between the Dutch text and this English translation, the Dutch text will prevail and will be binding.