

General Terms and Conditions of JIELD B.V.

Article 1 Definitions

In these general terms and conditions, the following capitalised terms have the stated meaning, unless explicitly stated otherwise or if the context shows otherwise (words in singular form also include the plural form and vice versa):

JIELD:	the user of these general terms and conditions, i.e. the private company with limited liability JIELD B.V., established at Dopheidebeemd 9, 5551 HM Valkenswaard, the Netherlands, listed in the commercial register of the Chamber of Commerce under number 66380057;
Product:	an item supplied by JIELD to its Customer, including but not limited to packaging materials;
Service:	a service provided by JIELD to its Customer;
Customer:	the contracting party of JIELD and the legal entities forming part of its group;
Quotation:	an offer made by JIELD, including but not limited to estimates and price lists as well as relevant information included in mailings from JIELD or stated on the Website;
Agreement:	the arrangements between JIELD and the Customer;
Rates:	any rates, surcharges or shipping costs applied by Carriers at any time;
Carrier:	the carrier engaged by JIELD on behalf of the Customer for the provision of Services or delivery of Products, including but not limited to PostNL, DHL and Bpost;
Website:	https://jield.nl/ and all other websites managed by JIELD.

Article 2 General

2.1

These general terms and conditions apply to all current and future Agreements and/or acts performed by JIELD to the exclusion of the Customer's general terms and conditions.

2.2

The applicability of other general terms and conditions, whether or not used by a Customer, which also include purchase conditions, is explicitly rejected, also if the Customer has previously referred to such terms and conditions. The declaration of applicability of other general terms and conditions than these, or part thereof, requires the prior written acceptance thereof by JIELD. If and to the extent that other general terms and conditions apply or apply as well, these current terms and conditions prevail in case of any inconsistencies.

2.3

Deviations from these general terms and conditions apply only if JIELD has expressly confirmed them in writing to the Customer, or if JIELD wishes to rely on these arrangements without a written confirmation. Any stipulations varying from these general terms and conditions that are applied or tolerated by JIELD at any time for the benefit of a Customer or potential Customer never grant this party the right to later rely on them or to claim that such varying stipulations definitely apply in their case.

2.4

Interim unilateral changes to these terms and conditions by JIELD are allowed at all times. In case of interim changes to these terms and conditions, the Customer has the right to terminate the Agreement without JIELD owing the Customer any form of compensation.

2.5

If any provision of these general terms and conditions should be or be declared invalid, null and void or unenforceable or should be nullified, this does not affect the validity of the remaining provisions of these general terms and conditions. In that case, the parties will consult and reach agreement to such degree that the relevant provision is replaced with valid and enforceable provisions with legal effect, which have the same purport as the original provisions to the extent possible.

Article 3 Formation of the Agreement

3.1

All Quotations of JIELD are without obligation and may be revoked without specific formalities, even after the Customer has accepted them.

3.2

The Agreement, as well as the changes and additions thereto, are only binding on JIELD if they have been confirmed in writing by JIELD, unless JIELD wishes to rely on them without a written confirmation. JIELD sends a digital or hard copy Quotation at the time that the Customer provides an assignment to JIELD. The Agreement is valid only if the Customer has digitally confirmed the Quotation or if JIELD has already started with the work. An approval via e-mail may also suffice. The Agreement is formed at that time. An Agreement may also be formed because the Customer provides JIELD with a purchase order as a result of a Quotation sent by JIELD, and JIELD approves this order.

3.3

Any commitments made by representatives of JIELD are not binding on JIELD, unless and as soon as they have been confirmed in writing by JIELD. An acceptance of a Quotation that differs from the contents of the Quotation is regarded as a rejection of the original offer and as a new offer that is not binding on JIELD. This also applies if the acceptance only differs in minor respects from the Quotation. Agreements are entered into subject to the suspensive condition that the information to be obtained by JIELD gives evidence of the Customer's sufficient creditworthiness.

3.4

The Customer may not cancel Agreements without JIELD's written consent, unless the parties reach agreement in writing about the compensation that the Customer owes JIELD in case of a termination of the Agreement that is accepted by JIELD.

3.5

Apparent mistakes, including but not limited to misprints, typesetting errors or programming errors, in Quotations or on the Website, release JIELD from its obligation to perform, as well as from the obligation to compensate any resulting loss, even after formation of the Agreement.

3.6

If several Products and/or Services are offered in a Quotation, and a price per Product/Service or group of Products/Services is listed, the Quotation applies only as a whole, and the Customer does not have the right to only accept part of the offered Products or Services at the price listed for them, unless JIELD agrees to this and accepts the order or assignment. Quotations apply only to the specific Products and/or Services listed, and not to any future assignments, sales or supplies.

3.7

If the Agreement is not recorded in writing, and JIELD nevertheless proceeds with performance of the Agreement with the Customer's consent, the contents of the Quotation will apply as the Agreement. This may also be recorded via e-mail.

3.8

Until the time when delivery of the Products and/or provision of the Services has taken place, JIELD is entitled to cancel the Agreement if it considers that there are sound reasons to do so, without any form of compensation being owed. Cancellation takes place by means of a written notification.

Article 4 Registration and secrecy

4.1

The Customer must register via the Website in order to be able to use the Services or buy Products. After JIELD has approved the Customer, the Customer receives a confirmation e-mail, and the Customer may use the Services and buy Products. The scope of Section 6:227b of the Dutch Civil Code is excluded. The Customer guarantees towards JIELD that the information provided by the Customer to JIELD during the registration or otherwise is correct and complete, and meets the specifications prescribed by JIELD.

4.2

The Customer is obliged to observe secrecy regarding the contents of Quotations, Agreements, the login codes provided by JIELD to the Customer as well as all correspondence, information, knowledge and/or documentation relating to JIELD, provided by JIELD and/or that has otherwise come into possession or to the knowledge of the Customer in the context of the preparation, formation and performance of the Agreement, except to the extent that it concerns confidential information that (unlike as a result of an attributable failure or unlawful act of the Customer) is publicly known or in respect of which JIELD has given written consent for full or partial release from the obligation to observe secrecy.

4.3

The Customer will not use and/or disclose the confidential information, not for marketing and/or commercial purposes either. The Customer treats the confidential information with at least the same

degree of care that it uses for its own confidential data, and it only discloses confidential information to third parties and/or its employees to the extent that such is necessary for their performance of their activities, and not before the Customer has imposed on those third parties and/or its employees an obligation to observe secrecy that is equivalent to the obligation included in these general terms and conditions. The Customer guarantees towards JIELD that those third parties and/or its employees permanently fulfil this obligation to observe secrecy.

4.4

If the Customer is obliged to disclose certain information pursuant to the law, a binding provision or binding regulations, it will inform JIELD in good time in writing prior to such disclosure.

4.5

The obligation to observe secrecy also remains in full force after delivery or the end of an Agreement.

Article 5 Performance of the Agreement

5.1

JIELD's obligation to provide Services consists of a best-efforts obligation based on the information provided by the Customer and the nature of the assignment.

5.2

Delivery dates are stated to the best of knowledge, and will be observed as much as possible, but they are not binding and only indicative in nature. If these dates are exceeded, by whatever cause, this will never give the Customer the right to compensation, termination of the Agreement or non-fulfilment of any obligation that should arise for the Customer from the relevant Agreement. This means that JIELD is never in default by the mere expiry of a term, including the delivery period. A written notice of default is always required to that end, in which JIELD is given a reasonable period to as yet fulfil its obligations. JIELD is authorised to make partial deliveries.

5.3

If and as soon as JIELD cannot perform the Agreement in the agreed and/or customary manner as a result of the Customer's impediment or due to any other cause for which the Customer can be blamed, JIELD is authorised to store any goods to be supplied at the Customer's risk and expense, and the Customer is obliged to reimburse any costs incurred and loss suffered by JIELD as a result, including the costs associated with storage.

5.4

Unless otherwise agreed in writing, the Products supplied by JIELD are at the Customer's risk from the time of delivery.

5.5

The Customer is obliged to provide JIELD via the Website with the address details of the recipient(s). After JIELD has received these details, JIELD provides the Customer with the digital address label(s) as soon as possible. The delivery periods stated by JIELD are indicative and do not qualify as strict deadlines. Stated delivery periods take effect once the Agreement has effectively been formed, once agreement has been reached on all details, and after JIELD has all data necessary for the performance of the work.

5.6

The delivery period is based on the circumstances that apply at the time of the formation of the Agreement. If a delay is caused as a result of a change in these circumstances, the delivery period is automatically extended accordingly, without prejudice to the provisions below on force majeure.

5.7

Even though JIELD outsources few to no activities, JIELD is entitled, without the Customer's consent, to outsource the performance of the Agreement or parts thereof to and/or to have such carried out by third parties, and to charge on any associated costs to the Customer. If the Customer wishes to involve third parties in the performance of the Agreement, this is done exclusively subject to the prior written approval of JIELD.

5.8

Any Agreement entails the authority of JIELD to engage third parties, including but not limited to Carriers, and to accept the Rates and any limitations of liability of those third parties also on behalf of the Customer. JIELD is not liable for the choice of these third parties, for any failures of these third parties, or damage or loss of any nature whatsoever caused by these third parties, regardless of the basis for liability, except in case of intent or deliberate recklessness of the management of JIELD. The scope of Section 6:76 of the Dutch Civil Code is excluded.

5.9

JIELD is entitled to temporarily take the Website out of use for the benefit of maintenance.

Article 6 The Customer's obligations

6.1

If the Customer moves or if the address, invoice address, e-mail address and/or other details of the Customer change, the Customer is obliged to inform JIELD about this in good time, i.e. prior to the change, in writing.

6.2

The Customer is obliged to inform JIELD in good time of all facts and circumstances that may be relevant to a correct performance of the Service, as well as all data and information required by JIELD.

6.3

The Customer is responsible for the equipment and other required materials, such as a printer and Internet connection, which are required for using the Service.

6.4

The Customer is obliged to provide JIELD all cooperation that is conducive to or reasonably necessary for the provision of the Service or delivery of the Product.

Article 7 Prices and Rates

7.1

Unless otherwise agreed or stated in writing, all prices quoted by JIELD at any time are exclusive of VAT and other taxation or duties and any costs to be incurred in the context of the Agreement, including transport costs and shipping costs and costs of insurance, unless explicitly agreed otherwise. The price is based on the prices, exchange rates, wages, taxes, duties, charges, freights etc. at the time that the Agreement was concluded.

7.2

The prices and estimates of JIELD are always without obligation and are not binding on JIELD. Changes and errors are expressly reserved.

7.3

The Customer is obliged to compensate JIELD for all Rates charged by Carriers to JIELD that are connected to the Agreement, including but not limited to surcharges and shipping costs, even if this takes place after delivery or termination of the Agreement.

7.4

The Customer may submit a claim to a Carrier via its account. JIELD does its utmost to ensure that the Customer's claim is accepted by the Carrier. JIELD pays the Customer the amount that the Carrier pays out following a claim. The Customer's submission of a claim, the Carrier's acceptance or refusal of a Customer's claim and/or the Carrier's payment or non-payment of compensation does not affect the Customer's obligation under Article 7.3 above and does not suspend it.

7.5

All prices are based on the taxes, levies and other price-determining factors applicable at the time of formation of the Agreement, including but not limited to the Rates.

7.6

Even though costs are often easy to estimate for JIELD, it expressly reserves the right to change its prices if and to the extent that price-determining factors have changed or if the time spent exceeds the time forecast in advance, including but not exclusively if the factors referred to in paragraph 1 of this article give rise to this.

7.7

A price change will not take effect sooner than 30 (thirty) days after the Customer has been informed of it in writing. In case of interim changes, the Customer has the right to terminate the Agreement without JIELD owing the Customer any form of compensation.

7.8

If the Agreement is extended or changed at the Customer's request, or if there are unforeseen circumstances, this may result in additional costs. JIELD informs the Customer as soon as possible about any additional costs. The failure to inform or the failure to inform in good time does not affect the indebtedness. Except in case of an emergency, JIELD will only start with work that involves additional costs after the Customer has agreed to it.

Article 8 Payment

8.1

Payment takes place without deductions, suspensions or setoff. Unless agreed otherwise in writing, payment must be made within 8 (eight) days of the invoice date. Invoicing takes place every 14 (fourteen) days in arrears. If the invoice amount has not been paid in full on the due date, the

Customer will be immediately in default by the mere expiry of the term, without any demand or notice of default being required.

8.2

If JIELD has not received payment within the period referred to in paragraph 1 of this article, the Customer is obliged to pay JIELD interest equivalent to the statutory commercial interest pursuant to Section 6:119a of the Dutch Civil Code plus 2%, and all receivables of JIELD from the Customer, of any nature whatsoever, are immediately due and payable in full. Part of a month is counted as a full month for the calculation of interest on the amount owed.

8.3

If JIELD has not received payment within the period referred to in paragraph 1 of this article, JIELD is authorised to suspend the fulfilment of its obligations towards the Customer until payment has been made. If, as soon as and as long as the Customer does not fulfil its payment obligations towards JIELD in good time, JIELD is entitled to refuse the Customer access to the Services.

8.4

If JIELD has not received payment within the period referred to in paragraph 1 of this article, the Customer is obliged to compensate JIELD for all actual costs that JIELD incurs to collect the outstanding amounts, including but not limited to:

a: fee notes of lawyers for their work, at law and otherwise, also to the extent that they exceed the amounts settled by the court, costs of bailiffs, authorised agents and collection agencies, as well as all enforcement costs;

b: the costs involved in a winding-up petition.

8.5

Payments made by the Customer are always first used to pay all outstanding interest and costs, and subsequently to pay invoices due and payable that have been outstanding for the longest period of time, even if the Customer states that the payment relates to a later invoice. All payments must be made without any deduction, discount or setoff. JIELD reserves the right to change the setoff arrangements unilaterally.

8.6

JIELD will always, also during the performance of an Agreement, and regardless of whether one or more invoices due and payable have not been paid or have not been paid in full, be allowed to require advance payment or a bank guarantee, at any rate any security or additional security considered equivalent thereto, as guarantee for the payment of the amount due. In that case, the Customer is obliged to comply with this. In that case, JIELD is also authorised to suspend the fulfilment of its obligations towards the Customer until payment has been made or security has been provided. This also applies if JIELD has reasons to question the willingness to pay and/or creditworthiness of the Customer. If the Customer refuses to comply with what is required by JIELD, JIELD is at liberty to consider the Agreement terminated, without prejudice to its rights to compensation of all damage, loss, costs and loss of profits.

8.7

In all cases, the Customer is obliged on demand to create a pledge or non-possessory pledge for the benefit of JIELD on movable property as well as on all current and future receivables of the Customer from third parties, such as security for the payment of all existing and future receivables from the Customer, including those relating to collection costs, interest and fines. The Customer states that it is authorised to pledge. The Customer hereby grants JIELD irrevocable power of attorney to create a right of pledge on the movable property and on all current and future receivables of the Customer on behalf of the Customer for the benefit of JIELD.

8.8

If attachment is made at any time against the Customer, the Customer informs JIELD about this within 24 hours.

8.9

If the Customer is not the end user of the Product supplied or Service provided by JIELD, JIELD has the right in case of payment arrears of at least 3 (three) months to inform the end user of this, and if necessary to conclude an Agreement directly with the end user.

8.10

Any reliance by the Customer on setoff or suspension has been explicitly excluded, unless JIELD consents in writing in advance to a specific suspension or setoff, and the receivable in respect of which suspension takes place or against which setoff takes place has been acknowledged unconditionally in writing by JIELD. All this with due observance of paragraph 1 of this article.

8.11

JIELD may also exercise its rights described in this article at all times against a company affiliated with the Customer in respect of any receivable of JIELD from the Customer and/or a company affiliated with the Customer. A company is deemed to be affiliated with another company if that company belongs for 50% or more to the same owner, or is controlled for 50% or more, directly or indirectly, by or controls that other company and/or belongs to the same group of companies as that other company for 50% or more.

Article 9 Force majeure

9.1

JIELD is never liable for damage or loss suffered by the Customer because it was unable to fulfil its obligations under the Agreement in good time or properly due to force majeure.

9.2

Insofar as this is not already included, in these general terms and conditions, force majeure is understood to mean, in addition to what it is understood to mean in the law and case law: any circumstance beyond JIELD's control - even if it could already be foreseen at the time of the formation of the Agreement - that permanently or temporarily precludes performance of the Agreement - including any warranty obligations - war, danger of war, civil war, riot, work strike, lock-out of employees, transport difficulties, fire, epidemic outbreaks, Internet or computer failures or other serious disturbances in the company of JIELD or its suppliers.

9.3

If such situation of force majeure occurs at a person or legal entity engaged by JIELD, and they rely on force majeure towards JIELD, this will also be regarded as a situation of force majeure at JIELD that may be relied on against the Customer.

9.4

In the event that, in the opinion of JIELD, the force majeure is of a temporary nature, JIELD has the right to suspend the performance of the Agreement until such time as the circumstance that constitutes the force majeure no longer exists.

9.5

If, in the opinion of JIELD, the situation of force majeure is of a permanent nature, the parties may make arrangements about the termination of the Agreement and the consequences to be attached to it. These arrangements are recorded in writing. In the event of a situation of force majeure of a permanent nature, each of the parties is in any case entitled to terminate the Agreement wholly or partially. A reliance on termination in case of a situation of force majeure of a permanent nature must be announced by registered letter and supported by reasons.

9.6

To the extent that, at the time of occurrence of force majeure, JIELD has already fulfilled part of its obligations under the Agreement or will be able to fulfil such obligations, and the obligations fulfilled or to be fulfilled have independent value, JIELD has the right to invoice the fulfilled or to be fulfilled part of the obligations separately. The Customer is obliged to pay this invoice as if there were a separate Agreement.

9.7

If the performance of an Agreement is suspended on the basis of force majeure or in the event of a situation of force majeure of a permanent nature and JIELD relies on termination of that Agreement, JIELD is not obliged to compensate the Customer for its loss. The right to full or partial termination is excluded for the Customer as long as the Agreement can still be fulfilled after the situation of force majeure has ended.

Article 10 Liability

10.1

JIELD's liability - on any basis whatsoever - only applies to all direct costs and damage or loss that is in any way related to or has been caused by a mistake or failure in the fulfilment of the Agreement, and only on the condition that JIELD has first been given notice of default in writing and supported by reasons. Liability is limited at all times to the amount for which JIELD has taken out insurance for such events giving rise to damage or loss and for which actual cover is provided, or, if JIELD has not taken out insurance for such events giving rise to damage or loss or if, for any reason whatsoever, the insurer does not provide cover, JIELD's liability is each time and in all cases limited to a maximum of 25% of the net invoice amount relating to the supplied Product, provided Service or the assignment, at any rate that part to which the liability relates.

10.2

JIELD is never liable for all indirect costs and indirect damage or loss including - but not limited to - consequential loss, lost profit, lost savings and loss caused by business interruption that is in any way related to or caused by a mistake or failure in the supplied Product or provided Service or the performance of the work. JIELD also is not liable if the damage or loss is caused because the Customer (or third parties) have not followed the instructions of JIELD (whether or not belonging to the supplied Product or provided Service), regardless of the nature of the damage or loss. JIELD also is not liable for damage or loss that is the result of the temporary or permanent unavailability of the Website or a Service, regardless of the basis for liability. JIELD is never liable for the unauthorised use of login codes or failures or other shortcomings of third parties. JIELD is only liable for compensation of damage or loss other than referred to in this article if and to the extent that the Customer proves that it is caused by an intentional act or gross negligence on the part of JIELD.

10.3

Direct material damage under no circumstances includes: consequential loss, trading loss, loss of production, loss of turnover or profits, decrease in value or loss of products or sums that would have been included in the implementation costs had the work been carried out properly from the start. The Customer must take out insurance against these loss items. If and to the extent that the Customer has taken out insurance against any risk associated with the Agreement, it is obliged to claim any damage or loss under that insurance. JIELD is not liable if the Customer could reasonably have taken out insurance. The Customer indemnifies JIELD against any claims for recovery from the insurer, for any reason whatsoever. Recourse or subrogation by the Customer's insurer is excluded.

10.4

JIELD is not liable under any circumstances if the Customer has not, not fully and/or not properly followed the advice and/or instructions given by JIELD and/or the third parties engaged by it, regardless of the basis for liability. JIELD also is not liable under any circumstances for damage or loss if the Customer has taken out insurance against that damage or loss, or reasonably could have taken out insurance, regardless of the basis for liability. The Customer indemnifies JIELD against claims from insurers in that regard.

10.5

Each claim of the Customer against JIELD expires if after 6 (six) months have passed after the claim has arisen the Customer has not effectively instituted legal proceedings on the merits against JIELD in that respect. At the risk of forfeiting any claim to compensation, the Customer must report claims for compensation to JIELD in writing no later than 3 (three) months after the Customer has discovered or could have discovered the damage or loss.

10.6

To the extent that third parties that JIELD has engaged for the performance of the Agreement limit their liability in that respect, all Agreements with JIELD entail the authority of JIELD to accept such limitations of liability on behalf of the Customer as well. Any liability on JIELD's part for any failures on the part of these engaged third parties has been excluded.

10.7

The Customer indemnifies JIELD against all third-party claims on account of liability or product liability resulting from a defect in a product, software, web applications, database applications or installation that the Customer has supplied to a third party and that consisted in part of services developed and/or provided by JIELD, except if and to the extent that the Customer proves that the damage or loss was caused by those goods, and without prejudice to the provisions of the last sentence of Article 10.2.

10.8

The Customer indemnifies JIELD in respect of all costs, damage or loss and interest that may arise as a result of third-party claims, of any nature whatsoever, whether or not also against the Customer, with respect to events, acts or omissions, whether or not upon or in the context of the performance of the Agreement, or in connection with defects in what the Customer has supplied. The Customer is obliged to take out and maintain insurance against this and to provide JIELD on demand with a copy of the relevant policies. Any liability of JIELD regarding third-party claims against the Customer has been excluded, regardless of the basis for liability.

10.9

The Customer indemnifies JIELD against all third-party claims for compensation of damage or loss or otherwise, which are related directly or indirectly to the performance of the Agreement between JIELD and the Customer, to the extent that this damage or loss remains payable by the Customer under these general terms and conditions.

Article 11 Security

11.1

JIELD is not obliged to provide for information security or other security. If JIELD is obliged to provide for a type of information security under the Agreement, that security will correspond to the specifications agreed between the parties in writing concerning security. JIELD does not guarantee that the information security is effective under all circumstances. If an expressly described method of security is missing from the Agreement, the security will meet a level that is not unreasonable in view of the state of the art, the implementation costs, the nature known to JIELD, the scope and context of the information to be secured, the purposes and the normal use of its Products and Services, and the likelihood and seriousness of foreseeable risks.

11.2

The access codes or identification codes, certificates or other security tools provided to the Customer by or on behalf of JIELD are confidential, and the Customer will treat them as such and will only make them available to authorised members of staff of the Customer's own organisation. JIELD is entitled to change any assigned access codes or identification codes and certificates. The Customer is responsible for managing authorisations and for providing and withdrawing in good time any access codes and identification codes.

11.3

If the security or the testing thereof pertains to software, equipment or infrastructure that JIELD has not provided to the Customer, the Customer guarantees that all necessary licences or approvals have been obtained in order to allow performance of said Services. JIELD is not liable for damage or loss caused in connection with the performance of these Services. The Customer indemnifies JIELD against any legal action of any nature whatsoever in connection with the performance of these Services.

11.4

JIELD is entitled to adjust the security measures from time to time if this is necessary as a result of changing circumstances.

11.5

The Customer will adequately secure its systems and infrastructure and will keep such adequately secured.

11.6

JIELD may give directions to the Customer concerning security, the purpose of which is to avoid or minimise incidents or the consequences of incidents that may affect security. If the Customer does not follow such directions of JIELD or a relevant government body, or does not do so in good time, JIELD is not liable, and the Customer indemnifies JIELD against any resulting damage or loss.

11.7

JIELD is always allowed to take technical and organisational measures to protect equipment, data files, websites, software made available, software or other works to which the Customer is granted access either directly or indirectly, also in connection with an agreed limitation of the contents or term of the right to use these objects. The Customer will not remove or bypass such technical measures or have them removed or bypassed by third parties.

Article 12 Backup

12.1

In principle, JIELD does not make backups for the Customer. In the absence of concrete arrangements about the making of backups, the Customer remains responsible for making backups. JIELD does not accept any liability in that respect. Only if this has explicitly been agreed in writing with the Customer does the Agreement also involve the arranging or making available of security services, backup services, fall-back services and recovery services.

12.2

If the provision of services to the Customer under the Agreement includes making backups of the Customer's data, JIELD will make a full backup of the Customer's data in its possession with due observance of the periods agreed on in writing, and in the absence thereof once a week. Without concrete arrangements about the retention period, JIELD keeps the backup for the period that is customary at JIELD. JIELD will keep the backup with due care.

12.3

The Customer remains responsible for the fulfilment of all statutory requirements to keep records and retention obligations that apply to it.

Article 13 Complaints

13.1

If the Customer has not informed JIELD in writing within 8 (eight) days of receipt that the Product supplied or Service provided does not conform to the Agreement, the Customer cannot rely on this anymore. JIELD is not obliged to handle complaints about slight deviations.

13.2

If and to the extent that JIELD establishes that the Product supplied or Service provided does not conform to the Agreement, at JIELD's discretion either a new or additional supply or provision will take place or a proportionate reduction of the purchase price will be applied. If and to the extent that JIELD supplies replacement Products, the Customer is obliged to immediately return the defective Products to JIELD at the Customer's expense.

13.3

The Customer must inform JIELD in writing of any complaints with regard to invoices sent by JIELD within 8 (eight) days of the date of the invoice. Objections cannot be handled after that period has expired, which means that the Customer has waived its rights or alleged rights.

13.4

Unless otherwise agreed in writing, JIELD never guarantees that the Product supplied or Service provided is fit for a specific purpose.

Article 14 Suspension, notice and termination

14.1

The parties have the option to terminate the Agreement early subject to a 2-month notice period.

14.2

If, as soon as and as long as the Customer does not, not in good time or not properly fulfil one or more of its obligations towards JIELD under an Agreement with JIELD and/or these terms and conditions, JIELD has the right to suspend its obligations towards the Customer wholly or partially. In such case, the Customer is obliged to compensate all loss to be suffered by JIELD as a result, including but not limited to loss of profits. If and as soon as the Customer is in default, JIELD has the right to terminate the Agreement with the Customer wholly or partially.

14.3

As a result of termination, mutually existing claims become immediately due and payable. The Customer is liable for the damage or loss suffered by JIELD in such case, consisting of, among other things, loss of profits and costs.

14.4

If and as soon as the Customer is put into liquidation or if a petition has been filed for that purpose, applies for a suspension of payments, or as a result of attachment, placement under guardianship or otherwise loses the power to dispose of its assets or parts thereof, JIELD has the right to terminate the Agreement without judicial intervention and without any notice of default being required, unless the receiver or the administrator acknowledges the obligations arising from this Agreement as an estate debt.

Article 15 Retention of title

15.1

The ownership of the Products supplied by JIELD only passes to the Customer after payment in full by the Customer of all that it owes JIELD under an Agreement and/or these terms and conditions.

15.2

If and as soon as it exercises this retention of title, JIELD is authorised to gain possession of the Products, among other things by entering the Customer's site/warehouse. If this situation arises, the Customer gives JIELD an unconditional and irrevocable power of attorney to this end.

15.3

As long as the ownership of the Products has not passed to the Customer, the Customer may not encumber, dispose of, borrow money on, lease or bring the Products out of its actual control in any way or under any title whatsoever, except for the provisions referred to in paragraph 4 of this article.

15.4

The Customer is allowed to sell the Products in the normal conduct of its business, subject to the proviso that until the Customer has fully paid for the Products and has fulfilled its other obligations towards JIELD, of any nature whatsoever, JIELD is subrogated to the rights of the Customer towards its buyer(s). These rights explicitly include all current or future receivables and any current or future claims on account of damage to or loss of Products. If this situation arises, to the extent necessary the Customer transfers these rights to JIELD, which hereby accepts this transfer.

15.5

In addition to the retention of title referred to in this article, JIELD reserves a right of pledge or undisclosed pledge in respect of all Products supplied to the Customer that are still owned by JIELD, as security for the Customer's payment of all current or future receivables, of any nature whatsoever, which JIELD has or will acquire from the Customer. On JIELD's demand, the Customer is obliged to cooperate in the drawing up of a document to that effect and its registration.

15.6

The Customer is obliged to notify JIELD immediately of any actions of third parties with regard to the Products that belong to JIELD.

15.7

The Customer is obliged to take out adequate insurance for the Products in its possession against theft, fire damage, explosion damage, water damage, etc. and to provide JIELD on demand with a copy of the relevant policies.

Article 16 Intellectual property rights

16.1

The intellectual and industrial property rights to all goods supplied to the Customer and its affiliated companies, data and technical or other information remain vested in JIELD. JIELD has the exclusive right to publish, implement and reproduce such goods, data and information, and the Customer only has a non-exclusive right to use such.

16.2

The documents that JIELD has issued to the Customer, such as designs, drawings, technical descriptions or specifications, become the Customer's property and may be used by the Customer with due observance of the rights arising from intellectual and industrial property legislation after the Customer has fulfilled its financial obligations towards JIELD.

16.3

The Customer is not allowed to repeat the installation realised according to JIELD's design wholly or partially without JIELD's explicit written consent, and without prejudice to the provisions of Articles 15.5 and 15.6. JIELD is authorised to attach conditions to such consent, including the payment of a fee. The provisions of this paragraph apply by analogy to goods manufactured according to JIELD's design.

16.4

The Customer is only authorised to have a third party realise the installation according to JIELD's design, without JIELD's intermediary and approval, if the Agreement has been terminated on account of a breach that can be attributed to JIELD. In that case, JIELD is not liable for defects to the extent that they can be traced back to the installation by or on behalf of the Customer.

16.5

The Customer's right to use the software developed and supplied by JIELD is not exclusive. The Customer may only use this software in its own company or organisation, and only for the technical installation for which the right of use was granted. The right of use may pertain to several installations to the extent that such has been recorded in the Agreement. Without the explicit written consent of JIELD, the Customer will not be able to exercise any trademark right, trade name right, patent right, design right, copyright or any other intellectual or industrial property right that is vested in JIELD.

16.6

The right of use is non-transferable. The Customer is prohibited from making the software and the carriers on which the software has been recorded available to a third party and from allowing a third party to use it in any way whatsoever. The Customer is prohibited from reproducing the software or from making copies of it. The Customer will not change the software other than in the context of the remedying of defects. The source code of the software and the technical information produced in its development are not made available to the Customer, unless otherwise agreed.

16.7

JIELD is entitled to apply for a patent in its name and at its expense for inventions that have been made during and in the performance of the Agreement.

16.8

If JIELD obtains a patent within the meaning of Article 16.7, it grants the Customer a right to use that invention, for no consideration, which in principle is non-transferable. The Customer will ask JIELD's consent for any concrete application of that right of use, which consent may only be refused if JIELD can demonstrate interests that conflict with its business.

Article 17 Personal data & privacy

17.1

The Customer grants JIELD permission to store personal data and to use them for the performance of the assignment or the provision of Services and for marketing purposes. This includes, but is not limited to: software sent by post, via e-mail, by text message, via mobile applications, cookies, etc. If required, the Customer may unsubscribe at any time for the use of personal data for the stated marketing purposes. Personal data are not shared with third parties, unless consent has been given for this. Personal data of the Customer will only be used for the purposes described above, and may also be requested and inspected by the person concerned. Also refer to the privacy statement on the Website of JIELD: <https://jield.nl>.

Article 18 Concluding provisions

18.1

If the obligations included in Articles 4 (secrecy), 15 (retention of title) and 16 (intellectual property) of these terms and conditions are violated, the Customer must pay JIELD or JIELD's legal successor(s) by universal or particular title, without any demand or other prior statement being necessary, an immediately payable penalty that is not subject to deduction, suspension or setoff of €10,000 (in words: ten thousand euros) for each violation, plus a penalty of €100 (in words: one hundred euros) for each day or part of a day that the violation continues, to the extent that it is an ongoing violation. Such without prejudice to JIELD's right to compensation to the extent that the loss exceeds the total penalty owed, the right to performance, the right to conduct proceedings (including any preliminary relief proceedings), the right to accomplish an injunction, and all other rights to which it is entitled under the law. The penalty amount is increased by the statutory commercial interest that is due from the date that the penalty is due and payable.

18.2

Dutch law applies exclusively to all acts performed by JIELD, including the Agreements concluded by it. The applicability of the Vienna Sales Convention (CISG) and/or other international sales conventions concerning movable property is explicitly excluded.

18.3

All disputes arising from Agreements concluded between the parties will be settled exclusively by the competent Dutch court in the district of Oost-Brabant, the Netherlands.