- General (Conditions are registered at Chamber of Commerce, nr.: 18036442)
 These General Conditions shall apply to all offers made by and Agreements entered into with Eurodar International BJV. (referred to hereinafter as: Eurofar)
 Any derogations from the provisions of the General Conditions must be agreed in writing, In that case any remaining provisions of these General Agreements shall remain in full force. The alternative provision agreed shall only apply to the Agreement for which said alternative provisions.
- has been agreed.

 Once these General Provisions apply, they shall also apply to new Agreements between the parties without any further declaration to that effect being required, unless agreed otherwise is ritina
- If any provision of these General Conditions should be null and void, or be annulled, or be declared inapplicable in any other way, the remaining provisions of these General Conditions shall remain in full force, and the parties shall agree an alternative provision to replace the void, 8.12. annulled or inapplicable provision, which alternative provision shall express the intention and purport of the void, annulled or inapplicable provision to the extent as possible. General Conditions used by the Customer of Eurodar shall not apply, whether Eurofar has 8.13. expressly rejected their applicability or not, unless Eurofar has expressly approved of their applicability in witting. "Customer's understood to mean any natural of regal person which has 8.14. or enters into any contractual relationship of any kind with Eurofar. Eurofar shall have the right to modify and supplement these General Conditions.

 These General Conditions are available in English also. Where the English text differs from the Dutch text, the General Conditions in Dutch shall be binding. No rights may be derived from the English translation of these General Conditions.

- derived from the English translation to these downs a Children and Agreements
 All offers shall be free of engagement unless agreed otherwise, shall be as accurate as possible
 and shall be made on the basis of specifications, dimensions, drawings and such provided by or
 on behalf of Customer at the time of the request. The noncommittal character of offers shall also
 apply to orders pleaded with Eurodar by Customer or request submitted to Eurodar by Customer
 through its personnel or agents. Offers shall be valid for 14 days unless the offer specifies a
 different term of validity.
- different term of validity.

 An Agreement shall not be entered into until after the moment at which the order confirmation sent to Customer by Eurofar has been signed and returned by Customer and recaved and signed by Eurofar.

 Eurofar shall have the right to carry out an Agreement in parts and to invoice Customer for each separate split order. Each split order shall be considered a separate order in the sense of these Conditions.

- Separate synthous Laur spin torter shall be distance that separate up a separate unit in the sets or unless 9.1. The order confilmation shall contain any information in connection with the order saft the order confilmation in connection with the order order shall be carried out. Customer is expressly under the obligation to inspect the order confilmation immediately, and shall report any inaccuracies in writing, within three business days after the date of dispatch. If no such report is submitted within the term as specified in the previous sentence, 9.2. Customer shall not have the right to address this issue at a later point in time, for example by submitting a complaint in connection with the delivery, as referred to in article 15. Customer shall be under the obligation if delivery is to take place outside the Netherlands to 10.1. notify Eurofar in writing of any mandatory legal regulations which may apply to the performance in the country in which the Agreement is to be carried out; said notification must in any case be given prior to Eurofar making the offer. Failing such notification Eurofar shall not accept any liability for any nonobservance of said mandatory legal regulations, irrespective of the legislation of the country concerned.

 Obvious dericle errors in offers, order confirmations and Agreements shall not be binding on
- Obvious clerical errors in offers, order confirmations and Agreements shall not be binding on
- Obvious derical errors in offers, order confirmations and Agreements shall not be binding on Eurofar. In such cases Eurofar shall always have the right to correct the error. Illustrations, dimensions, weights, technical data and such illustrations, dimensions, weights and (technical) descriptions in offers, brochures, drawings and such provided by Eurofar or any third parties shall be free of engagement, and shall be drawn up as accurately as possible, but shall provide a general representation, and shall not be binding on Eurofar, and shall be subject to change Any advice, calculations and communications provided by Eurofar about the possible applications of products to be supplied by Eurofar shall be free of engagement and shall only be provided as noncommittal information.

- ces prices shall at all times be based on supplier's prices, prices of materials and such as valid at 10.2 time of the offer.
- If after the date of the offer supplier's prices, prices of materials or other factors determining 11 II – after the date of the offer – supplier's prices, prices or materials or other factors determining price (including increases in price due to fluctuations in exchange rates or if as a result of changes of one or more of these factors the margins for Eurofar should change, even if this occurs due to circumstances that could have been foreseen at the time of the offen; are increased by 2% or more. Eurofar shall have the right to modify its price until the point in time at which delivery to Customer has taken place.

 If the price increase should be in excess of 25% compared to the price that was agreed originally,
- If the price increase should be in excess of 25% compared to the price that was agreed originally. Customer shall have the right to rescind the order by means of a written notification to that effect, to be sent within 3 business days after the date of the notification of the price increase, without ensuing right for Customer to demand any damages on account of this recission. If Eurotar should call in any third party for the execution of the Agreement, and said third party should increase its prices. Eurotar shall have the right to charge to Customer the new prices and/or rates as they apply, taking effect immediately. The prices quoted by Eurofar shall at all times be in euro or US dollars, unless agreed otherwise, and shall at all times be exclusive of value added tax ("VAT", Dutch: "BTW") and other levies equivalent for horse.

- equivalent to those.

 Any direct and indirect costs caused by delays in the preparation, production or delivery of products due to a failure on Customer's part to provide instructions, information or cooperation, shall be borne by Customer. The statement of the costs concerned to be submitted by Eurolar shall be binding on Customer.
- shall be binding on Customer. Security and advance payments Before proceeding to carry out respectively continuing to carry out the Agreement, Eurofar shall stall times have the right to demand from Customer that Customer provides an advance payment for the payment obligations of Customer as resulting from the Agreement up to but not exceeding the amount in connection with the Agreement, or at the discretion of Eurofar— to demand that Customer provides sufficient security as customary in financial bank transactions such as an

- Customer provides sufficient security as customary in financial bank transactions such as an irrevocable bank guarantee up to but not exceeding the amount which Customer is required to ayo an account of the Agreement.

 If Customer should refuse to provide an advance payment or a security as referred to in the previous sentence, Eurolar shall have the right to resind the Agreement taking effect immediately by means of a written notification to that effect, without prejudice to any other grounds for rescissions are referred to in these Conditions and without prejudice to Eurofar's right to a compensation of damage caused to Eurofar as a result of the rescission. Modification or cancellation of the order

 Modification or cancellation on nonection with these modifications shall be charged to Customer. In the event of cancellation Customer shall be under the obligation to pay to Eurofar any costs of preparations, storage, purchase (of materials) and such, incurred for the purpose of the execution of the order, to be increased by a compensation in the amount of 25% of the price agreed, the above without prejudice to the right of Eurofar to be compensated for any damage caused by the cancellation.
- use above without prejudice to the right of Eurofar to be compensated for any damage caused by the cancellation.

 Without prejudice to the above provision, modification of the execution of the order as desired by Customer after the order has been given shall be communicated to Eurofar in writing, in time, and in clear specifications.

 Modification or cancellation of an order shall not be allowed in case of custom-made products and products which have already been shipped for delivery.

 Urgent modifications of an order that has already been placed, communicated verbally or by telephone shall be carried out exclusively at Customer's fisk and for Customer's account. Modification of an order that has already been placed may result in changes in the delivery period as agreed originally, in which case the provision of article 8 of these Conditions shall apply in full.
- 6.5
- Subcontracting to third parties
- Eurofar shall have the right to subcontract the order placed by Customer or part thereof, to a third 12.4
- party.

 With regard to products or parts of products manufactured by a third party Eurofar shall be considered as Customer's resupplier only, and Eurofar shall not be under the obligation to provide to Customer a warranty in excess of the warranty given to Eurofar by said third party. If requested Eurofar shall indom Customer of its (legal) position towards the third party as referred to in the previous sentence, in particular concerning claims for damages against and obligations to provide compensation on the part of said third party, in case of any claim for damages Eurofar shall mediate between said third party and Customer, without being liable for any compensation in less than the part of said third party in case of any claim for damages. Eurofar shall mediate between said third party and Customer, without being liable for any compensation in less than the part of said third party and Customer, without being liable for any compensation liese!
- Delivery as referred to in these Conditions is the act performed by Eurofar in order to fulfil its obligation to supply. Also in view of the provision of article 11 in connection with the reservation
- Delivery as reterred to in these Conditions is the act performed by Eurofar in order to fulfi its obligation to supply. Also in view of the provision of article 11 in connection with the reservation of title, delivery shall not necessarily intend or result in a transfer of the ownership. If a delivery period has been agreed, his period shall commence at the point in time at which the signed order confirmation is neturned and received and signed by Eurofar in accordance with that provided by article 2 of these Conditions. If the execution of the order requires specific information or requires that specific formalities are observed, the delivery period shall not commence until after all information is obtained by Eurofar at the time at which the order is placed, the delivery period shall not commence until after all information is obtained by Eurofar at the time at which the order is placed, the delivery period shall not commence until after the dejay at which said payment is received by Eurofar.

 The delivery period specified by Eurofar shall at all times be free of engagement, shall therefore at all times be approximate, and shall never be find dates as referred to by law. Nonobservance of the delivery period shall not commence until after the day at which said payment is the every be undersomed the delivery period when the commence of the delivery period when the present on the first provided to the delivery period of the d

- pussaine.

 In addition to the above provision, damage caused to Customer due to nonobservance of the delivery period shall be subject to the provision in article 17 of these Conditions.

- Place of delivery is the place as specified in the order confirmation. Transport to said place is carried out by Eurofar's own means of transport and/or means of transport of third parties, the costs of which are borne by Eurofar, unless expressly agreed otherwise. From the time of delivery at the place as specified in the order confirmation the products shall be at Customer's risk and for Customer's account.
- Customer's account.

 If no place of delivery has been specified or if free delivery has been agreed, deliveries shall take place ex works, which means the place from which delivery takes place by or on behalf of Eurofar, exclusive of packaging and at Customer's risk.

 In case of orders and/or shipments to be delivered outside the Netherlands the ex-works (Dutch: almagazin) dause as referred to in the Incoterms 2000 shall apply, which means that the products shall be ready for acceptance by Customer in accordance with this clause at a time to be specified, unless a different arrangement for transport and delivery has been made in writing. In case of a change in the place of delivery Customer shall be under the obligation to inform Eurofar of that chance in writing at least 10 days prior to delivery, providing all details of the new place of delivery.
- In case of a change in the place of delivery Customer shall be under the obligation to inform Eurofar of that chance in witing at least 10 days prior to delivery, providing all details of the new 1 place of delivery.

 Any costs incurred by Eurofar due to Customer's failure to promptly or fully fulfil the obligations on the part of Customer as referred to above shall be borne by Customer.

 Before any order confirmation can be signed, the customer will agree to a way of transportation of the goods. This choice will also be indicated on the order confirmation which a Customer has to sign to enter into an agreement with Eurofar. These ways of transportation are (see Incotems 2010): DAP Delivered at Place (named place of destination) Eurofar pays for carriage to the 1 named place, except for costs related to import delearnoe, and assumes all risks prior to the point that the goods are ready for unloading by the customer. DDP Delivered Duty Paid (named 1) place of destination): Eurofar is responsible for delivering the goods to the named place in the country of the customer, and pays all costs in bringing the goods to the destination including import duties and taxes CPR Cost and Prelight (named port of destination): Eurofar protect pays the costs and freight to bring the goods to the port of destination. However, risk is transferred to the customer once the goods are loaded on the vessel, Mantime transport only and Insurance for the goods is NOT included. This term is formerly known as CNF (C&F).

 Free on Board (named port of shipment): Eurofar must load the goods on board of the vessel nominated by the customer. Cost and risks are for the customer once the goods are actually on board of the vessel. Eurofar must load the goods on board of the vessel and the port where the goods for export. The customer must need a carrier or forwarder.

 Packaging materials

 The packaging of the products to be delivered shall be suitable for shipment under normal circumstances. Additional costs caused by higher specifications
- In the event that Customer
- Suspension and rescission in the event that Clustomer: should not, not promptly or not fully fulfil any obligation resulting from the Agreement concerned or any other Agreement entered into with Eurofar, including any financial obligations and any obligations as referred to in acticle 5; or is faced with attachment of its products; or applies for a bankrupty of the enterprise itself or if the bankrupty or spepiles for bankrupty or the enterprise itself or if the bankrupty or spepiles for by a third pany, or applies for a postponement of payment, or suspends or dissolves the company or is placed under judicial disability and/or legal restaint and/or any equivalent foreign legal measure, or enters into any settlement with creditors without the knowledge of Eurofar or fails to pay any amounts due to third parties after expiry of the term of payment, Customer shall be deemed to be in default by operation of the law, without notice of default being required, and Eurofar shall have the right to suspend the execution of any Agreement or part thereo of the right without Eurofar being required to part thereof by means of a written notification to that effect without Eurofar being required to pay any (further) guarantee, all this without prejudice to any other rights of Eurofar's, also including the right to return any products supplied by Eurofar to which the reservation of title as referred to hereinafter in article 11 applies, and the right to full damages.
- damages. In all cases as referred to in paragraph 1 any and all claims against Customer's which Eurofa may have or obtain shall fall due immediately. Reservation of title
- Reservation of title
 Any products supplied shall not become Customer's property until Customer has fully
 observed all its obligations concerning the counterperformance and/or purchase price
 towards Eurofar under the Agreement which resulted in the delivery of the products
 concerned, or by virtue of any other Agreements entered into with Customer's for the
 delivery of products and on account of claims resulting from Customer's failure to comply
- delivery of products and on account or claims resuming man consumers a and to some your with its obligations resulting from the Agreements.

 Until the moment at which Customer has fully and properly complied with its obligations. Until the moment at which Customer has tuly and properly complied with its obligations are referred to above any products supplied shall remain the property of Eurofar. Customer shall not have the right to sell or process the products unless Eurofar has approved of that in writing. Neither shall Customer have the right to lease-to-sell, lease, allow the use of the products referred to above, to pledge them to or use them as security towards third parties in any way, or to allow any third party the actual control thereof without Eurofar's written approval.
- towards mire parties in any way, or to allow any thire party the actual control mereor without Eurofar's written approval.

 For the case of accession (article 5:14 Dutch Civil Code 'natrekking, artikel 5:14 BW') and confusion ('vermening', article 5:15 BW) Customer now and for henceforth undertakes, for the application of the above legal provisions, to qualify the products supplied by Eurofar as principal property in the sense of the law, so that the entire good shall become Eurofar's property due to the accession or confusion, until the moment at which Customer has fulfilled the obligation as referred to in paragraph 1.

 Customer shall be under the obligation as referred to in paragraph 1.

 Customer shall also be considered now and for henceforth to have given Eurofar the irrevocable authorization to access all Customer's company sites and premises in order to inspect the condition of the products, and to take back the products in accordance with the provision of the previous paragraph under the given Eurofar the

- to inspect the condition of the products, and to take back the products in accordance with the provision of the previous paragraph under the given circumstances. Customer shall be credited for the 'ex works' value of the products taken back on the basis of this article, provided that the products are in their original condition, and/or are otherwise useful for Eurofar, without prejudice to the right of Eurofar to use this credit note to balance any financial obligations of Cistomer's (including damages) towards Eurofar, in accordance with the provision of article 12 concerning the application of
- payments.

 Customer shall be under the obligation to insure the products referred to in this article Customer state de unique the dangaron to insure the products retenied to it in this analysis the risks of fire, their damage caused by storm and water, in such a way that the insurance policy concerned contains the provision that the insurance also covers roducts of third parties. Customer is expressly profiled to pledge to third parties or to provide to third parties as security in the broadest sense any claims towards its insurer by virtue of the insurance
- Issumer is expressly promoted to pieage to mind parties or to provide to third parties securify in the broadest sense any claims towards its insurer by virtue of the insurance referred to in the previous paragraph, to the extent that they apply to the products erred to in this article. Payments on account of damage and loss of the products erred to in this article. Payments on account of damage and loss of the products erred to in this article shall replace the products concerned.
- referred to in this article shall replace the products of the property of the Payment
 To the extent that no other conditions of payment have been agreed in writing or have been specified below, Customer shall be under the obligation to pay the grand total of the invoice within 30 days of invoice date. For invoices containing net prices a term of payment of 10 days shall apply. Discounts for fast payment shall not apply. Payments shall be made at Eurofar's office or through a bank account to be specified by Eurofar. The cost of collection of cheques shall be borne by Customer. Customer shall not have the right to balance any outstanding invoices with any claim against Eurofar, Customer shall not have the right towards Eurofar to have property
- In case Customer has not effected payment within the term of payment as referred to
- In case Customer has not effected payment within the term of payment as referred to in paragraph 1 Customer shall be deemed to be in default by operation of the law, and Customer shall owe a contractual interest in the amount of 1% per month from the due date until the day of final payment without any demand or notification of default being required, all this without prejudice to any other rights of Eurofar's. Payments made by Customer shall be applied in accordance with article 6:44 Dutch Civil Code, therefore payments shall first be applied against the costs, including those as referred to in article 13, then against the interest as referred to in paragraph 4, and finally against the principal amount due. In the event of non-observance of payment obligations on the part of Customer, Eurofar shall have the right to rescind the Agreement taking effect immediately or tot suspend (further) delivery of products and/or services until such point in time at which Customer has fully observed its (payment) obligations, including payment of any costs and interest due.

- Customer has fully observed its (payment) obligations, including payment of any costs and interest due.

 Costs

 In addition to the obligations as resulting from these General Conditions and any Agreements entered into Customer shall also owe to Eurofar any and all judicial and extrajudicial costs incurred by Eurofar in order to enforce fulfilment, rescission or damages resulting from the Agreement(s) entered into, which may be demanded from Customer both in legal proceedings and extrajudicial matters.

 Customer shall be under the obligation to pay extrajudicial costs in any case in which Eurofar has called in the services of a third party for legal assistance including the collection of amounts due to Eurofar.

 Without prejudice to any further rights and claims the extrajudicial cost shall in any case amount to 15% of the principal amount due, respectively of the amount demanded from Customer by Eurofar, or from Eurofar by Customer, in a minimum amount of £250.00 exclusive of VAT.

 Right of Retention

- amount of € 250.00 exclusive of VAT.

 Right of Retention

 Eurofar shall have the right to suspend the obligation to deliver products held by Eurofar as part of the legal relationship concerned or otherwise as part of regular contacts, until Customer has fulfilled its obligation to compensate damage caused to Eurofar and to pay any outstanding amounts including interest and costs.

 Warranty, complaints and returns

 Eurofar guarantees the soundness of the construction of the products supplied by Eurofar for a period of one year after delivery, unless expressly agreed otherwise. For products not manufactured by Eurofar itself Eurofar shall not provide a warranty ign to Eurofar by Eurofar supplier shall incompose the varranty given to Eurofar by its supplier(s). Eurofar shall inform Customer about this warranty in more detail at request.
- about this warranty in more detail at request. If the construction of the products supplied by Eurolar appears to be unsound or in case of lacking quality during the term as referred to in paragraph 1, Eurofar shall merely be under the obligation to replace said products by other identical products on restitution of the products to be replaced, or this at Eurofar's discretion to restitution of the invoice amount for the products to be replaced, on restitution of these products. Each claim shall carry a percentage excess to be paid by Customer in the amount of 2% of the total order amount, (the total order amount will be measured yearly from July 1 until June 30),

- exclusive of VAT for the products complained against.

 15.3. Without prejucice to that provided for by these Conditions in connection with liability Eurofar shall never be under the obligation to remedy or compensate any form of indirect or consequential damage caused by the products to be replaced by Eurofar.

 15.4. Customer shall only be entitled to the warranty in accordance with these Conditions, if and to the extent that Customer has observed all its payment obligations towards Eurofar.
- nar.

 complaint as referred to in this article shall contain a clear description of the plaint. Complaints submitted in a different manner of submitted to third parties shall complaint. Complaints submitted in a differen be null and void, and shall not be looked into.
- Customer shall be required to immediately inspect the products supplied using the order confirmation provided by Eurofar, and complaints shall be based on differences between
- continuation provided by Curtical, and comparation to the order confirmation.

 To further detail the provision of paragraph 1, complaints concerning visible defects and concerning quantities, dimensions and finish may only be submitted if they are communicated to Eurofar within 2 days of delivery of the products, either by telephone
- communicated to Eurofar within 2 days of delivery of the products, either by telephone (followed by a written confirmation), or by fax.

 The Customer who has not inspected the sound condition of the products supplied, their quantities, dimensions and finish within 2 days of receipt, shall be deemed to have unconditionally approved of the delivery.

 Subject to the provision of paragraph 14 Customer may submit complaints concerning hidden defects in writing and within 8 days of their discovery payment of the invoice in connection with the products delivered to which the complaints apply, or to suspend payment of other invoices.

 Leurofar shall not be obliged to honour complaints in connection with defects or mistakes in designs, construction methods and such specified by or on behalf of Customer.
- 15 10

- Neither shall Eurofar be made liable for warranty in case of inexpert use of the products supplied by Eurofar or in case products supplied by Eurofar are in case products supplied by Eurofar are subsequently been processed, repaired or altered in any other way by Customer or third parties on behalf of Customer.

 3. Products supplied and accepted by Customer in accordance with this provision shall never be taken back.

 4. Any claim by virtue of this article shall expire 3 months after the date of the invoice in connection the delivery containing the products about which Customer wishes to submit a complaint, unless expressly agreed otherwise.

 5. If it has been established that Customer has submitted an unjustified complaint to Eurofar about the products supplied by Eurofar, Customer shall be under the obligation to cover to Eurofar any costs in connection with this complaint, to a minimum of € 250,00 exclusive of VAT. of VAT
- 16. Force Maieure
- exclusive of VAT.

 Force Majeure

 1. Disruptions in the company of Eurofar due to Force Majeure (in the framework of Agreements between parties to which these Conditions apply, the following circumstances shall be deemed to constitute Force Majeure war, mobilization, riot, flood, disruption of transport, stagnation respectively limitations or stoppage of supply by the public utility companies, lack of resources for generating energy, fire, accidents, strike, lock-outs, actions by trade unions as a result of which production and/or delivery is unreasonably onerous or impossible, measures by the authorities, failure in the delivery to Eurofar of necessary materials, products and/or semi-manufactured products by third parties, loss of the goods to be supplied to Customer, and any other unforeseen circumstances, including those in the country of origin of the goods, which disrupt the normal course of business in Eurofar's company, and delay or reasonably prevent the execution of the order(s), will release Eurofar from the obligation to observe the delivery time agreed and/or its obligation to deliver, without Customer being able to assert any right to compensation of damage, costs and interest on account of that. Eurofar shall notify Customer immediately in case a circumstance of Force Majeure as referred to in the previous sentence should occur.

 2. In case Force Majeure is to be considered permanent, both Eurofar and Customer shall be entitled to rescrict the Agreement or part thereof by means of a written notification to that effect. Force Majeure est sell in any case occur in the event that Force Majeure continues for more than 4 months. Neither Eurofar not Customer shall in that case be entitled to calm damages. 16 1

- continues for more man's mortins, Neither Euroriar not Culstomer shall in that case be entitled to claim damages.

 Liability

 Without prejudice to general rules of public order and that provided for in the Dutch Civil Code with regard to product liability (articles 6:185 through 6:193 BW), observance by Eurofar of its obligation to deliver, subject to the provisions for warranty and complaints in article 15, shall at all times be the sole and general compensation for damages by Customer shall be void.

 Eurofar shall never be obliged towards Customer, not being a consumer, to compensate costs and damage caused by personal injury. Eurofar shall never be obliged towards Customer to the provision of the costs and damage caused by personal injury. Eurofar shall never be obliged towards Customer to compensate costs and damage caused by damage to movable and immovable property, loss of added value to products supplied, in the event that they become entirely or partly unusable, caused to Customer or third parties either directly or indirectly, and any other damage of whatever kind, unless Customer proves that the damage is the result of intent or gross negligence on the part of Eurofar, its personnel expressly excluded.

 B. Eurofar shall never be liable towards Customer for damage caused to Customer due to claims brought by third parties, including its own personnel, on account of any damage of whatever kind, caused by the products which were (re)sold to Customer by Eurofar. Claims brought by third parties as referred to above shall include claims by virtue of legal provisions in connection with product liability.

 Customer shall be under the obligation to handle the products delivered by Eurofar with appropriate expert care, and to use them in a correct way, i.e. in any case not in an improper manner and not to use them for a different purpose than the purpose for which they are suitable by objective standards.

 Eurofar shall not acknowledge any liability for consequential or operating damage, indirect damage, loss of

- 17.7. All that which has been included in this provision shall fully apply to any damage directly
- Intended application. The fuse of the advice snall at all times be customers own responsibility.

 All that which has been included in this provision shall fully apply to any damage directly or indirectly caused by an advice as referred to in paragraph 6 or any assembly work or repairs carried out at Customer's request; where product liability is referred to in connection with damage that is directly or indirectly caused by an advice provided or assembly work or repairs carried out by Eurofar, said designation shall cover both product liability and/or service liability.

 Customer shall compensate Eurofar for any damage caused to Eurofar due to any claim for damages submitted by any third party, including own personnel of Customer's, in connection with damage caused by products resold by Eurofar, expressly including claims for damages on the basis of legal provisions of product liability and those in connection with violation of patents and/or other intellectual property rights on the part of Eurofar and to the use of information, drawings, instructions concerning products to be manufactured and/or methods to be used, and such, provided by or on behalf of Customer.

 To the extent that Eurofar is made liable by any third parties as referred to in paragraph 8, Customer shall fully compensate to Eurofar any and all costs of legal and other assistance to be incurred by Eurofar on account of these claims for damages, such as defence proceedings, negotiations and such. These costs shall be deemed to be at least 15% of the damages claimed, without prejudice to the right of Eurofar to make Customer liable for the actual costs of legal assistance incurred by Eurofar.

 Without prejudice to the above provision Eurofar shall never be liable towards Customer for a manunt in excess of the amount of the price agreed with Customer in connection with the Agreement for the delivery of the products which directly or indirectly resulted in the claim for damages, expressly including damage caused by delay.

 In all cases in which Cust

- in case of a situation as referred to in article 16 of these Conditions.

 19. Intellectual property rights

 19.1. By placing the order Customer declares to unconditionally agree that any and all intellectual property rights resulting from the calculations, models, drawings, descriptions, blueprints and schedules made by Eurofar for the purpose of the execution of the Agreement shall vest respectively continue to vest in Eurofar, this without prejudice to any contributions to the creation of such works by or on behalf of Customer. If such works are provided to Customer then Customer shall be under the obligation to observe strict secrecy, and shall not be authorized to reproduce and/or make them available to any third parties without Eurofar's written consent.

 19.2. However, Customers which professionally resell Eurofar products in their own name and for their own account or the account of a third party, shall be authorized to make available the documents as referred to above to their purchasers.

 19.3. By placing the order Customer declares to unconditionally agree that any and all intellectual property rights in the products to be supplied by Eurofar, shall for now and

- available the documents as referred to above to their purchasers.

 Placing the order Customer declares to unconditionally agree that any and all intellectual property rights in the products to be supplied by Eurofar, shall for now and henceforth vest in Eurofar.

 Customer shall be prohibited to change or remove from the products supplied by Eurofar any designation in connection with intellectual property rights.

 Applicable law and competent judge

 I. All offers, order confirmations and Agreements shall be governed by Dutch law exclusively; the application of the Vienna Sales convention is expressly excluded.

 All disputes in connection with or resulting from the Agreements entered into with Eurofar, respectively offers and order confirmations provided by Eurofar shall exclusively be adjudicated by the competent judge in the district of Breda, unless to the extent that any mandatory legal regulations applicable in the Netherlands should require otherwise.