

General Terms and Conditions of:

ebbens engineering ingenieursbureau b.v.
Hoeflingweg 8
7241 CH Lochem

Chamber of Commerce No.: 08067588



Article 1: Applicability, definitions

1. These General Terms and Conditions apply to any offer and to each agreement of sale and purchase and to all agreements of assignment for carrying out of work, giving of advices and the designing, developing and (outsourced) manufacturing of items of Ebbens Engineering Ingenieursbureau B.V., established in Lochem, hereinafter to be referred to as "Ebbens".
2. The buyer or the principal is hereinafter referred to as "the Other Party".
3. "Offer" shall mean: any offer from Ebbens, whether or not in the form of a written quotation.
4. "In writing" shall mean: by letter, e-mail, fax or any other mode of communication that is regarded as equivalent to writing in view of advances in technology and conventional practices.
5. "Assignment" shall mean: an assignment instructed by the Other Party/agreed between parties for the giving of advices, carrying out of work and/or designing, developing and /or (outsourced) manufacturing of (customised) items.
6. "Items" shall mean: products/installations for business processes, among others in the field of vibrating, drying, dewatering, and air treatment. This concerns both the items from the product range to be delivered by Ebbens as well as the items that she develops/produces on instruction for the Other Party, unless it is provided that it only covers the last-mentioned category.
7. "Materials" shall mean: the materials, parts, semi-finished products and suchlike to be used by Ebbens to implement the assignment.
8. "Documents" shall mean: advices, calculations, drawings, reports, designs and suchlike to be created or submitted by Ebbens and/or Other Party. This may concern both physical and digital documents.
9. "Information" shall mean: both the aforementioned documents and other (oral) data (to be) submitted by Ebbens and/or the Other Party.
10. The possible invalidity of (any part of) a provision contained in these General Terms and Conditions shall not affect the validity of the remaining provisions.
11. In the event of a discrepancy or conflict between these General Terms and Conditions and a translation hereof, the Dutch text shall prevail.
12. These General Terms and Conditions shall also apply to follow-up or partial assignments, repeat orders or partial orders flowing from the agreement.

Article 2: Offers

1. Unless a period of validity is stated in/for an offer, this concerns an offer without obligation. Ebbens may withdraw this offer within a period of no more than 2 working days after receipt of the acceptance.
2. A composite offer does not oblige Ebbens to deliver part of the offered items/performance against a corresponding part of the price or fee.
3. If the offer is based on information provided by the Other Party and this information appears to be incorrect/incomplete or should change at a later date, Ebbens may adjust the quoted prices, rates and/or delivery terms.
4. The offer, the prices and/or rates do not automatically apply to repeat orders or new assignments.
5. Models displayed or examples displayed/provided, specifications of capacities, dimensions, weights, characteristics and other descriptions/specifications in brochures, promotional material and/or on Ebbens's website shall be as accurate as possible but shall only be intended as a guide. The Other Party may derive no rights from these.
6. The examples provided shall remain the property of Ebbens and are returned to Ebbens immediately on Ebbens's request at the expense of the Other Party.
7. Ebbens may charge the costs related to the offer to the Other Party if she has notified the Other Party beforehand of those costs in writing.
8. If the Other Party does not accept the offer, it shall return to Ebbens all documents supplied with the offer immediately on request.

Article 3: Establishing agreements

1. The agreement is established after the Other Party has accepted the offer of Ebbens, also if this acceptance deviates on secondary aspects from this offer. However, when the acceptance shall deviate in essential aspects, the agreement shall only be concluded after Ebbens has agreed with these deviations in writing.
2. Ebbens shall only be bound to:
 - a. an assignment or order without prior offer thereto;
 - b. oral appointments;
 - c. additions to or changes of the General Terms and Conditions of agreement;after written confirmation to the Other Party or as soon as Ebbens - without objection of the Other Party - has started the performance of the assignment, order or appointments.

Article 4: Fee, prices, rates

1. Unless parties agree an hourly rate, Ebbens shall execute an agreed assignment at a fixed fee.
2. Ebbens may increase this fixed fee if it should appear during the performance of the assignment that the agreed/expected amount of work was not estimated correctly, without the misjudgement being attributable to Ebbens, and it cannot reasonably be expected from her to execute the assignment at the agreed fee.
3. If parties agree an hourly rate, Ebbens shall calculate the fee based on the number of hours spent and applying this hourly rate. In the event of disputes concerning the numbers of hours spent/charged, Ebbens's time recording shall be binding unless the contrary is proved by the Other Party.
4. The hourly rates apply to normal working days, which is understood to mean: Mondays to Fridays (with the exception of recognised public holidays) for the times agreed between parties.
5. In the event of urgent assignments or if the work is carried out outside of normal working days at the request of The Other Party, Ebbens may charge a surcharge on the hourly rate.
6. The prices and rates stated in an offer, price- or rate list are exclusive of BTW (Dutch VAT) and possible costs, such as transport- or shipping costs, travel costs and expense claims of third parties engaged.
7. If (cost) price increasing circumstances occur at the expense of Ebbens between concluding the agreement and the execution thereof, due to legislation and regulations, government measures, currency fluctuations or price changes of the required materials, Ebbens may increase the agreed prices and rates accordingly and charge these to the Other Party.

Article 5: Engaging third parties

If Ebbens deems this necessary, she shall have the right to have deliveries and work carried out by third parties.

Article 6: Obligations of the Other Party

1. The Other Party ensures that:
 - a. it makes all information required for the execution of the agreement, (among which permits, exemptions, decisions, and suchlike) available to Ebbens in time and in the manner required by Ebbens;
 - b. any information carriers, files and suchlike possibly provided by the Other Party to Ebbens are free from viruses and defects;
 - c. it informs Ebbens in any case timely about the materials, suppliers, control philosophy and suchlike desired by it which Ebbens must take into account;
 - d. Ebbens/her subcontractor has access to the work site at the agreed dates and times and this work site must meet the applicable legal (safety) requirements;
 - e. the work site will be in such a state that Ebbens/her subcontractor can carry out and continue the work unhindered. The work site must, for example, be free from excess materials and Ebbens/her subcontractor should not be bothered by any production processes that normally take place at the work site;
 - f. Ebbens/her subcontractor timely gets the opportunity for the supply, storage and/or removal of the necessary materials and tools;
 - g. third parties engaged by the Other Party carry out their work/deliveries in such a manner that Ebbens/her subcontractor shall not be hindered by this and shall not be delayed during the execution of the assignment;
 - h. Ebbens/her subcontractor can dispose of any required facilities for electricity (power current), gas and water, at the above-mentioned work site free of charge. Lost working hours due to water-, gas- or power outages shall be charged to the Other Party;
 - i. the space where Ebbens/her subcontractor stores tools and suchlike during the execution of the assignment is such that no damage or theft can occur;
 - j. there are sufficient facilities at the work site for the collection of waste, such as construction and chemical waste;
 - k. Ebbens/her subcontractor has free access to toilets and canteens;
 - l. the other facilities reasonably required by Ebbens are available for free at the work site.
2. The Other Party ensures that the provided information is correct and complete and it shall indemnify Ebbens against any claims from third parties arising from the incorrectness and/or incompleteness of this information.
3. If the above obligations are not fulfilled (in time), Ebbens may suspend the execution of the agreement until the Other Party has fulfilled his obligations. The costs and the other consequences arising from this shall be at the expense and risk of the Other Party.
4. If the Other Party does not fulfil his obligations and Ebbens does not require immediate compliance, this will not affect the right of Ebbens to require compliance at a later date.

Article 7: Confidential information

1. Parties shall maintain secrecy of all information obtained in the context of concluding and executing the agreement of/about the Other Party. They shall only provide this information to third parties insofar as this is necessary for the execution of the agreement.
2. Each party shall take every reasonable precautionary measure in order to maintain secrecy of this information. This obligation of confidentiality also applies to his employees and third parties which are involved in the execution of the agreement under his responsibility.
3. If the information concerns personal data within the meaning of the General Data Protection Regulation, the party will process the information in accordance with this regulation and he will also report any breaches of the security of the information in accordance with this regulation.
4. The obligation of confidentiality shall not apply if one of the parties as a result of legislation and regulations or a judicial decision has to disclose the confidential information and cannot rely on a lawful privilege or a privilege permitted by the court. This exception shall also apply to the employees/third parties as referred to in paragraph 2.
5. The Other Party guarantees that it will not use or copy any information and suchlike about the work and/or construction method(s) used by Ebbens and that it will not show/provide these to third parties, or make these public in any other way without the prior written permission of Ebbens.
6. Subject to the provisions of Article 19 (Right of Retention), Ebbens will return any software, information carriers and information obtained from the Other Party to it within 10 working days of its written request.
7. Ebbens is at all times allowed to publish about the agreed work and deliveries and to re-use the (working) methods, (partial) analyses and suchlike used or developed for this purpose - provided that the privacy of the Other Party remains guaranteed or that the Other Party has given permission for this.

Article 8: Delivery, delivery or completion term

1. Ebbens exerts herself to realize an agreed assignment/delivery within the agreed and scheduled time insofar as this can be reasonably demanded from her. However, she is often dependent on several parties (suppliers, subcontractors and suchlike) for the execution of the assignment/delivery, so that agreed terms shall reasonably never be final deadlines unless parties agree otherwise. If Ebbens fails to meet her obligations (in time), the Other Party must give notice of default to her in writing and grant reasonable time to meet these obligations at a later date.
2. Ebbens may execute the agreement in phases and invoice each partial delivery or partial performance separately.
3. The risk of items to be delivered transfers to the Other Party the moment these leave Ebbens's premises/warehouse/site or Ebbens informed him that the items are ready for collection.
4. Dispatch or transport of the items shall take place at the expense and risk of the Other Party in a manner to be decided by Ebbens. Ebbens is not liable for any damage of whatever nature that is related to the dispatch or the transport.
5. If it appears impossible, due to a cause within the risk area of the Other Party, to deliver the ordered items/performance (in the agreed manner) to the Other Party or the items ordered are not collected, Ebbens may store these items and/or the materials purchased for the performance of the assignment at the expense and risk of the Other Party. The Other Party will give Ebbens the opportunity, within a period reasonably set by Ebbens, to deliver the items/performance at a later date or to collect these items itself at a later date.
6. If the Other Party still fails to meet its obligations after the aforementioned reasonable period, it shall be immediately in default. Ebbens may then, either fully or partially, terminate the agreement with immediate effect by means of a written statement, sell the items and/or materials to third parties and destroy all documents already produced without being obliged to pay compensation for damages, costs and interest. This does not affect the obligation of the Other Party to compensate for any (storage) costs, damage and loss of profits of Ebbens and/or the right of Ebbens to demand compliance at a later date.
7. If an agreed delivery term is expressed in working days, this shall mean: calendar days with the exception of weekends and recognized public holidays.
8. Working days and half working days respectively on which work cannot be done for at least 5 hours or 2 hours due to circumstances that cannot be attributed to Ebbens shall be considered as unworkable. The consequences arising from this, such as a delay in the delivery or costs carrying out additional work, are for the account of the Other Party.
9. If the delivery of the work must take place on a day that is not a working day, the first following working day counts as the agreed day of delivery.

Article 9: Progress, execution of agreement

1. If the start, progress or completion/delivery of the assignment or items is delayed due to the fact that:
 - a. Ebbens has not received all the necessary information from the Other Party in time;
 - b. Ebbens has not received any agreed (advance) payment from the Other Party in time;
 - c. there are other circumstances which are at the Other Party's expense and risk;

Ebbens is entitled to a reasonable extension of the completion or delivery term and to compensation of the costs and damage involved, such as possible waiting hours.

2. If an assignment is executed in phases, Ebbens may suspend the execution of the parts that belong to the following phase, until the Other Party has approved of the result of the previous phase. The costs and damage for this shall be charged to the Other Party.
3. If the execution of the agreement is to be speeded up on the request of the Other Party, Ebbens may charge the overtime hours and other costs involved to the Other Party.
4. Ebbens shall execute the assignment/deliveries appropriately, properly and in accordance with the provisions of the agreement in such a manner, that damage to persons, items or the environment is limited as much as possible. Ebbens shall follow the orders and instructions given in this context by or on behalf of the Other Party as much as possible.
5. Ebbens points out the Other Party any imperfections, errors, failures and suchlike in the, by or on behalf of the Other Party:
 - a. provided documents;
 - b. prescribed or desired constructions, working methods, control philosophy, and suchlike;
 - c. given instructions;
 - d. provided or prescribed materials;insofar as these imperfections, errors, failures and suchlike are relevant for the performance by Ebbens and are or could be familiar to her.
6. Ebbens informs the Other Party if the latter wants Ebbens to use or apply specific (working) methods, materials and suchlike of which Ebbens does not know the effect on the final result or if Ebbens explicitly advises against these (working) methods, materials and suchlike. If the Other Party nevertheless prescribes the use thereof, Ebbens shall not be liable for the results of this use and the damage arising from this.
7. Ebbens shall inform the Other Party about the consequences for agreed prices, rates and terms:
 - a. in the event of changes in an agreed assignment requested by the Other Party;
 - b. if it appears during the execution of the agreement that it cannot be executed in the agreed manner due to unforeseen circumstances. In this case, Ebbens shall first discuss the changes to the execution with the Other Party. If the execution has become impossible as a result, Ebbens shall in any case be entitled to full compensation for any work already carried out and any deliveries already made.
8. The Other Party shall carefully check each draft document submitted to it by Ebbens and shall make its response known to Ebbens as soon as possible. If necessary, Ebbens shall adjust the draft and submit it again for approval. Ebbens may then require that the Other Party shall initial each page of the definitive version for approval or signs a written statement of approval for this purpose. The Other Party shall only be permitted to use the documents produced itself after the above-mentioned approval.
9. If parties agree that Ebbens shall submit for approval to the Other Party samples of parts/materials of the items to be produced on instruction, the Other Party shall also carefully check these samples every time and make its response known to Ebbens as soon as possible. Ebbens may then require that the Other Party shall sign a written statement of approval regarding (the definitive version) of the sample.
10. If Ebbens has to make changes to already approved documents or samples, it will be considered as additional work and Ebbens may charge the additional costs arising as a result to the Other Party.

Article 10: Additional and reduced work

1. Additional work shall mean: all additional work and deliveries at the request of the Other Party or necessarily arising from the execution of an assignment, which has/have not been included in the offer or the assignment.
2. Additional and reduced work shall be agreed in writing between Ebbens and the Other Party. Ebbens shall only be bound by oral appointments after written confirmation thereof to the Other Party or as soon as she - without objection from the Other Party - has started with the execution of these appointments.
3. Settlement of additional or reduced work shall take place on final settlement, unless parties have agreed otherwise in writing. If the balance of the reduced work exceed the balance of the additional work, Ebbens may pass on 10% of the difference of the balances to the Other Party upon final settlement. This does not apply if the reduced work is the result of a request by Ebbens.

Article 11: Completion and approval in the case of assignments

1. At the moment agreed work has been completed/the commissioned item is ready for use Ebbens shall notify the Other Party thereof.
2. The item shall be delivered in accordance with the agreement at the moment it has been made available to the Other Party, the Other Party has checked the operation and the for the item agreed specifications, (technical) characteristics and suchlike and has signed the completion statement or worksheet for approval.
3. The work agreed shall be delivered in accordance with the agreement at the moment the Other Party has checked the end result and has signed the completion statement or worksheet for approval.
4. The item/the end result of work carried out is deemed to have been approved if:

- a. the Other Party does not return the signed completion statement or worksheet provided within two weeks to Ebbens and has not lodged a complaint within this term either;
 - b. Ebbens has not provided a completion statement or worksheet and the Other Party has not lodged a complaint within 2 weeks of completion of the assignment;
 - c. the item/the end result of the work has been taken into use by the Other Party before expiry of the aforesaid term.
5. Work not yet carried out/not yet finished by or on behalf of third parties engaged by the Other Party, which affect the proper use of the item/the end result, is no reason to withhold approval.
 6. If the Other Party wishes to have changes made to the item/wants to have further work carried out after completion, this shall be considered as additional work. Ebbens may separately charge the costs arising from this and/or the time to be spent on this to the Other Party.
 7. If the Other Party still finds failures, imperfections and suchlike after the completion, the provisions of the Complaints Article shall apply.

Article 12: Maintenance

1. Unless parties agree otherwise, Ebbens carries out the maintenance of the commissioned items during the first year after the delivery.
2. After this year, the Other Party has the possibility to conclude a maintenance contract with Ebbens for carrying out periodic maintenance/for rectifying disruptions, defects and suchlike.
3. The parties agree on a periodic maintenance contribution for the maintenance contract. This maintenance contribution includes the agreed (maintenance) work and the necessary parts to be replaced in this context. Unless parties agree otherwise, wear parts to be replaced, such as filters and suchlike, are not included and Ebbens charges these separately to the Other Party in accordance with the prices applicable at the time of the work.
4. Ebbens may annually implement a regular increase in the maintenance contribution and pass on to the Other Party. Ebbens will inform the Other Party no later than one month before the effective date of the intended increase.

Article 13: Complaints and returns

1. The Other Party shall check the delivered items immediately on receipt and state any visible failures, defects, damage and/or anomalies of what has been agreed on the consignment note or accompanying note or, in their absence, reports these to Ebbens in writing within 2 working days. If such complaints are not reported in a timely manner, the items are deemed to have been received in good order and to conform with the agreement.
2. Other complaints about the delivered items are reported to Ebbens by the Other Party in writing immediately after discovery, but no later than within the agreed guarantee period. The Other Party shall bear all risks of failing to report directly. If no guarantee period has been agreed, the period of one year following delivery/completion shall apply.
3. Documents not first submitted in draft, shall be checked by the Other Party immediately upon receipt. Errors and/or imperfections that can reasonably be detected at a first check must be reported in writing to Ebbens within 2 working days at the latest. If such complaints are not reported in time, the documents are deemed to have been received legible and complete and to comply with the agreement.
4. Complaints about work carried out are reported to Ebbens by the Other Party in writing immediately after discovery, but at the latest within a (guarantee) period set by Ebbens after completion. The Other Party shall bear all risks of failing to report directly. If no (guarantee) period has been agreed, a (guarantee) period of 3 months applies. If such complaints are not reported in a timely manner, the work is deemed to have been carried out in accordance with the agreement.
5. If a complaint is not reported in a timely manner, it is not possible to make a claim under the agreed guarantee.
6. Complaints shall not suspend the Other Party's payment obligations.
7. The Other Party shall give Ebbens the opportunity to investigate the complaint and provides all relevant information. If it is necessary for investigation that Ebbens judges the complaint on the spot, this will be at the expense of the Other Party, unless the complaint appears to be justified.
8. No complaints can be lodged about:
 - a. imperfections in or characteristics of items, if these are inherent to the nature of the used materials;
 - b. errors in already approved documents;
 - c. items that have been changed in nature and/or composition or that have been fully or partially edited or modified after receipt.

Article 14: Guarantees

1. Ebbens shall execute the agreed assignments and deliveries in a proper manner and in accordance with standards applicable in the industry, but shall never provide a further guarantee than has been agreed explicitly.
2. Ebbens is responsible during the guarantee period for the usual normal quality and reliability of the items delivered.
3. For the use of the materials required for the production of the items, Ebbens shall rely on the information about the properties of these materials provided by the manufacturer or supplier. If a guarantee has been issued by the manufacturer or supplier for the aforementioned

- materials or the items delivered, this guarantee applies in the same way between the parties. Ebbens shall inform the Other Party in this regard.
4. If the purpose for which the Other Party wants to use the items deviates from the usual purpose, Ebbens shall only guarantee that the items are suitable for this if she has confirmed so in writing to the Other Party.
 5. No claim can be made under the guarantee if failures, defects, loss of quality or impairment of the items caused by obsolescence of these items during storage by or on behalf of the Other Party or standstill of the items before taking these items into use.
 6. No claim can be made under the guarantee until the Other Party has paid the price agreed for the items.
 7. In the case of a justified claim under the guarantee Ebbens will arrange - at her choice - for a repair or replacement of the items free of charge, or to carry out the agreed work in the correct manner free of charge or for a repayment or discount on the agreed price/fee. If there is any additional damage, the provisions set out in the Liability Article shall apply.

Article 15: Liability

1. Ebbens shall accept no liability other than the guarantees explicitly agreed or given by Ebbens.
2. Ebbens is only liable for direct damage. Any liability for consequential damage such as trading losses or production damage, loss of earnings and/or losses sustained, damage caused by delay and/or personal or bodily injury shall be expressly excluded.
3. The Other Party takes all measures needed to prevent or limit the damage.
4. If Ebbens is liable, the duty for compensation of damage shall at all times be restricted to the maximum amount paid by her insurer where appropriate. If the insurer does not pay or if the damage is not covered by the insurance taken out by Ebbens, the duty for compensation of damage shall be limited to the maximum invoice amount of the delivered items/work carried out.
5. The Other Party must sue Ebbens for any damage suffered by him within 6 months after he became or could have become aware of it.
6. If Ebbens has to execute the assignment on the basis of the documents provided by or on behalf of the Other Party, she shall not be liable for the content, correctness or completeness of these documents.
7. If the Other Party makes materials available for processing, Ebbens shall be liable for a correct processing, but not for the reliability of the materials or for the influence that these may have on the end result.
8. Ebbens is not liable - and the Other Party cannot make a claim under the applicable guarantee - if the damage has arisen due to:
 - a. improper use or use contrary to the purpose for which the items delivered were intended or use contrary to the directions, advices, operating instructions, manuals and suchlike provided by or on behalf of Ebbens;
 - b. incompetent safekeeping (storage) or maintenance of the items by/on behalf of the Other Party;
 - c. errors or incompleteness in the information provided to Ebbens by or on behalf of the Other Party;
 - d. instructions or directions from/on behalf of the Other Party;
 - e. or due to a choice of the Other Party, which deviates from Ebbens's advice and/or what is customary;
 - f. or because (repair) work or adjustments to the delivered items has been executed by/on behalf of the Other Party, without Ebbens's explicit prior permission.
9. The Other Party is fully liable for all damage arising from this in all cases listed in the previous paragraph, and indemnifies Ebbens against any claims from third parties.
10. The limitations of the liability stated in this article shall not apply if the damage is due to intent and/or deliberate recklessness by Ebbens or the supervisory staff on a management level or if mandatory legal provisions oppose this. Only in these cases shall Ebbens indemnify the Other Party against any third party claims.

Article 16: Payment

1. Ebbens may require (partial) advance payment or other security for payment at all times such as payment in instalments.
2. Payment must take place within an expiry period of 30 days after the invoice date, unless parties have agreed a different payment term in writing. The invoice shall be considered correct if no objections have been made within a period of 10 days after the invoice date.
3. If an invoice is not fully paid after expiry of the term referred to in the previous paragraph, the Other Party is due to Ebbens a default interest of 2% per month, to be calculated cumulatively over the principal sum. Parts of a month are computed as a full month.
4. If payment is still not made after notice was given, Ebbens may charge in addition the extrajudicial collection costs to the Other Party at 15% of the invoice amount with a minimum of € 40.00.
5. For the calculation of the extrajudicial collections costs Ebbens may, after 1 year, increase the principal amount by the default interest accrued in that year.
6. In the absence of full payment, Ebbens may terminate the agreement without further notice of default by a written statement or to suspend her obligations under the agreement until payment is received or provided appropriate security. Ebbens shall also have the aforementioned right of suspension if she has legitimate grounds to doubt the Other Party's creditworthiness even before the Other Party enters into default regarding payment.

7. Ebbens will initially deduct payments received from all interest and costs due and subsequently from invoices which have been due and payable the longest, unless the payment is accompanied by a written statement that it refers to a later invoice.
8. The Other Party may not deduct any claims of Ebbens from any reclamations that it has on Ebbens. The aforesaid also applies if the Other Party applies for a (temporary) suspension of payment or is declared bankrupt.

Article 17: Retention of title

1. All items supplied/to be supplied under the Agreement shall remain the property of Ebbens until the Other Party has met all its payments obligations.
2. These payment obligations consist of payment of the purchase price of the items, increased by claims relating to work performed in connection with that delivery and claims due to shortcomings attributable to the Other Party, including payment of damages, extrajudicial collection costs, interest and possible penalties.
3. On the delivery of identical, non-individualized items, the consignment relating to the oldest invoices shall be considered to have been sold first. Therefore, retention of title always remains with the items delivered that are still in stock and/or the assets of the Other Party on invoking retention of title.
4. As long as the title is retained in the items, the Other Party may not pledge the items in any manner or bring items under the actual control of a financier.
5. The Other Party informs Ebbens immediately in writing if third parties claim to have ownership or other rights to the items.
6. As long as the Other Party holds the items, it shall carefully store them as identifiable property of the Use.
7. The Other Party arranges a business interruption or home contents insurance to ensure that the items delivered which are subject to retention of title are included in the policy. Immediately on Ebbens's request he will give access to the insurance policy and any included proof of premium payments.
8. If the Other Party contravenes this article or if Ebbens claims retention of title, Ebbens and her employees may enter the Other Party's site and take possession of the items. This does not affect Ebbens's right to compensation of damage, lost profit and interest and the right to terminate the agreement without any notice of default by a written statement.

Article 18: Intellectual property rights

1. Unless parties agree otherwise, the Other Party will obtain the intellectual property rights to the final product if Ebbens designs, develops and/or manufactures an item as commissioned by the Other Party. However, the intellectual property rights at Ebbens'/the Other Party's contribution (ideas, partial designs, sketches, working methods and suchlike) will remain vested with the party from which this contribution comes.
2. Only the rights holder is exclusively and explicitly reserved the intellectual property rights referred to in paragraph 1. This means, among other things, that the Other Party:
 - a. may not use the documents to which it is not the rights holder outside the context of the agreement, may not multiply them or provide them to third parties for inspection;
 - b. may not copy, chance, reproduce and suchlike (parts of) the items to which it is not the rights holder;
 without prior written permission of the rights holder.
3. The Other Party guarantees that the documents and files provided by it to Ebbens shall not infringe any intellectual property right of any third party. He is liable for any damage that Ebbens suffers because of such infringements and shall indemnify her against any claims from third parties.

Article 19: Right of Retention

1. Ebbens is allowed to suspend the providing/the return of the documents produced or edited by her for the Other Party - which she holds within the framework of the agreement - until the Other Party has paid all exigible claims in relation to this agreement.
2. Ebbens is not liable for any damage – of whatever nature – arising from the exercised right of retention

Article 20: Bankruptcy, loss of power to dispose of property and suchlike

1. Ebbens may terminate the agreement without any notice of default by a written statement to the Other Party, at the time when the Other Party:
 - a. is declared bankrupt or files for bankruptcy;
 - b. applies for (temporary) suspension of payment;
 - c. is affected by enforceable seizure;
 - d. is placed under guardianship or judicial supervision;
 - e. otherwise loses the power to dispose of its property or loses legal capacity regarding (parts of) its assets.
2. The Other Party shall always inform the guardian or administrator of the (contents of the) agreement and these General Terms and Conditions.

Article 21: Force majeure

1. In the event of force majeure of the Other Party or Ebbens, the latter may terminate the agreement by means of a written statement to the Other Party or suspend compliance with her obligations towards the Other Party for a reasonable term without being obliged to pay any compensation.
2. Force majeure with respect to Ebbens shall mean: a non-culpable shortcoming by Ebbens, a non-culpable shortcoming of third parties or suppliers engaged by Ebbens or other serious grounds on her part.
3. In any case force majeure applies to Ebbens in the following circumstances: war, revolt, mobilization, riots at home and abroad, government measures, strikes within the company of Ebbens or a threat of these and other circumstances, disruption of existing exchange rates at the time the agreement was concluded, operational failures due to fire, burglary, sabotage, power failure, internet or telephone failures, natural phenomena, (natural) disasters and suchlike, as well as transport problems and delivery problems arisen from weather conditions, roadblocks, accidents, import and export hindering measures and lack of materials.
4. If force majeure occurs when only part of the agreement has been executed, the Other Party shall be obliged to fulfil its obligations towards Ebbens until that moment.

Article 22: Cancellation, suspension

1. If the Other Party wishes to cancel the agreement prior to or during the execution thereof, Ebbens may require fixed compensation of damage from the Other Party to cover all expenses incurred and damage suffered due to termination, including any lost profit. At the option of Ebbens and dependent on all deliveries made and work already performed, this compensation of damage shall amount to 20 to 100% of the agreed price.
2. If the Other Party cancels or postpones a planned appointment less than 24 hours beforehand, Ebbens may charge to the Other Party the time reserved for it on the basis of the agreed/customary hourly rate.
3. The Other Party shall indemnify Ebbens against any third-party claims resulting from the cancellation.
4. Ebbens may set off the compensation of damage due against all amounts already paid by the Other Party and possible counterclaims from the Other Party.
5. Should the execution of the agreement be suspended at the request of the Other Party, the costs incurred for the deliveries and work that are carried out, shall be immediately due and payable and Ebbens will have the right to charge these to the Other Party. This also applies to all costs incurred or costs resulting from the suspension.
6. Costs Ebbens incurs as a result of resumed the performance, are at the expense of the Other Party. If the execution of the agreement cannot be resumed after the suspension, Ebbens may terminate the agreement by means of a written statement to the Other Party.

Article 23: Applicable law, jurisdiction

1. The agreement concluded between the Parties is exclusively governed by Dutch law.
2. The applicability of the Vienna Sales Convention (CISG) is explicitly excluded.
3. Any disputes will be submitted to the competent court in the place where Ebbens is established, although Ebbens shall always retain the right to submit a dispute to the competent court in the place where the Other Party is established.
4. If the Other Party is established outside the Netherlands, Ebbens shall have the option to submit the dispute to the competent court in the country or the state where the Other Party is established.

Date: September 11, 2019