

Article 1: Definitions

The following definitions apply to these General Terms and Conditions:

1.1 Avonic: the private limited liability company, registered under the legal name Aventum B.V., registered at the Chamber of Commerce under number 63411148, which company is engaged in the production of and trade in cameras, audio-visual and IT systems;

1.2 The Customer: a legal entity who, in the practice of its profession or conduct of business, enters into an agreement with Avonic for the purchase and delivery of cameras, audio-visual and IT systems;

1.3 The Agreement: the agreement entered into by the Customer and Avonic, which agreement is for the purchase and sale of cameras, audio-visual and IT systems;

1.4 In writing: by letter or by e-mail.

Article 2: Applicability of General Terms and Conditions

2.1 These General Terms and Conditions apply in full to every offer, quotation and Agreement which is formed between Avonic and the Customer, unless otherwise agreed in writing.

2.2 These General Terms and Conditions also apply to all subsequent orders or changed or additional orders from the same Customer.

2.3 The applicability of general conditions of the Customer or any other general conditions is expressly rejected.

2.4 Departures from these General Terms and Conditions will only be valid if expressly agreed to in writing by Avonic.

2.5 Any specific stipulation included in the quotation and/or the Agreement formed between Avonic and the Customer will supersede the stipulations of these General Terms and Conditions.

2.6 If one or several parts of these General Terms and Conditions should be held illegal or unenforceable at any time, whether wholly or partially, it shall not affect the validity of the rest of these General Terms and Conditions.

2.7 Apart from these General Terms and Conditions, additional conditions may apply in certain cases to a quotation issued by Avonic to the Customer and/or an Agreement, which is formed between Avonic and the Customer.

2.8 Insofar as these General Terms and Conditions are also drawn up in a language other than English, in the event of any conflict, the English text shall always prevail.

Article 3: Offer

3.1 Unless stated otherwise, all quotations issued by Avonic shall be valid as an offer without any obligation, which may be revoked by Avonic in writing within 7 days from having received a confirmation of acceptance from the Customer.

3.2 The Customer guarantees the accuracy, completeness and reliability of details and documents which are made available to Avonic within the scope of an order or for the purpose of preparing a quotation, even if these details come from third parties. If the Customer makes details, drawings and such like available to Avonic, Avonic is entitled to assume that these are accurate and will base its quotation and/or order thereon. Should it appear afterwards that incorrect details are provided by the Customer, Avonic shall not be liable for the consequences.

3.3 Any models, designs, samples or examples supplied and / or shown with the offer are considered to be indicative only unless otherwise agreed in writing.

Article 4: Formation of the Agreement

4.1 An agreement shall come into effect once Avonic has confirmed the order in writing.

4.2 Any offer made or undertaking given by a representative of Avonic shall only be binding insofar as the latter confirms this in writing.

Article 5: Incoterm

5.1 Unless otherwise agreed in writing, delivery will take place 'Free Carrier', Delfgauw, the Netherlands (FCA, Incoterms® version in force at the moment of conclusion of the Agreement). The manner of packaging is determined by Avonic. In case it is agreed that transport of the goods is the responsibility of Avonic, delivery shall take place Delivered at Place, place of destination (DAP, Incoterms® version in force at the moment of conclusion of the Agreement).

5.2 In case of a Free Carrier delivery outside the EU, Avonic will take care of the export declaration. The Customer shall present the goods at the office of exit specified in the export declaration. If this is not done correctly, the Customer should report this to Avonic as soon as possible and submit alternative proof of export. If the Customer is unable to do so, the Customer will still be held liable for payment of 21% VAT.

5.3 The Customer is obliged to do all that which is reasonably required or advisable to ensure the delivery of the agreed goods (on time). In case Avonic is responsible for the transport and/or unloading of the goods due to the agreed Incoterm the following applies. Subject to a message to the contrary in writing, Avonic is entitled to assume that the goods can be delivered by the usual means of transport to the address stated by the Customer, that this address can be reached by a surfaced road and the goods can be unloaded in the usual way. If the transport and/or unloading of the goods should result in extra costs as a result of the absence of these facilities, the Customer shall be obliged to pay these extra costs.

5.4 In case of an Ex Works delivery outside the EU, the Customer is required to hand over a proof of export to Avonic within 30 days after delivery of the goods to prove the goods left the EU. Failing to hand over this proof of export will obligate the Customer to pay 21% VAT to Avonic within 40 days after delivery.

Article 6: Time of delivery

6.1 The Customer shall be obliged to take delivery of the goods at the moment at which they are presented for delivery by or on behalf of Avonic, failing which the Customer shall be obliged to pay Avonic for any costs arising therefrom, including storage costs in any case, if applicable. Avonic shall be entitled to consider the Agreement as dissolved with immediate effect, all this while reserving all other rights of Avonic.

6.2 The Customer shall remain obliged to pay the agreed price to Avonic, irrespective of the fact that after delivery the value of the goods has decreased as a result of e.g. damage or discolouration or that the goods have perished as a result of e.g. theft, loss or fire.

Article 7: Delivery periods

7.1 Delivery times shall be determined per transaction. The delivery time shall commence at such time as the relevant Agreement is concluded in accordance with clause 4.1, Avonic is in possession of all documents and details to be provided by the Customer and Avonic has also accepted any security for payment which may have been agreed or have received any prepayment.

7.2 If Avonic has agreed on a delivery date with the Customer, Avonic will notify the Customer if circumstances arise or become foreseeable due to which it is unable to deliver the goods within the agreed period of time, stating the expected duration of the delay. If the time for delivery is exceeded, the Customer shall not be entitled to cancel or terminate the agreement, unless the time for delivery is exceeded with

more than 8 weeks. The Customer will never be entitled to any compensation in case of late delivery.

7.3 If Avonic has agreed on a delivery date with the Customer, this shall under no circumstances be deemed to constitute a fatal date. Avonic shall not be in default in respect of such delivery time until the Customer notifies it in writing that it is in default, in doing so stipulates a reasonable period of time within which Avonic has the opportunity to effect delivery, and the latter still fails to do so.

7.4 The Customer's failure to comply with his duty to effect payment (or to do so on time), shall have the effect of suspending Avonic's duty to effect a delivery.

7.5 Avonic reserves the right to effect a delivery in parts. Each partial delivery shall be deemed to represent a separate agreement. Avonic shall be entitled to demand (pre)payment for each partial delivery before proceeding with any other.

Article 8: Price

8.1 The goods will be supplied at the prices mentioned in the quotation or the Agreement.

8.2 All prices mentioned by Avonic in its quotation or the Agreement shall be exclusive of VAT, exclusive of any other charges imposed by government and exclusive of accounting, installation, assembly and are based on Ex Works, Delfgauw, Nederland (EXW, Incoterms® version in force at the moment of conclusion of the Agreement) unless otherwise agreed in writing.

8.3 After formation of the Agreement but before delivery of the agreed goods, Avonic will not be entitled to increase the agreed price, unless:

(a) the price increase is caused by changes in one or more of cost price components, e.g. VAT rates, labour costs, procurement prices or legal regulations or environmental contributions or

(b) after formation of the Agreement, the Customer requires changes to be made in its performance.

Article 9: Payment

9.1 Unless otherwise agreed in writing full payment shall be made in advance by the Customer. The agreed price must be paid within 14 days from the date on which the relevant Agreement is concluded in accordance with clause 4.1.

9.2 In case credit is granted to the Customer, payment must be made within 14 days from date of invoice, unless otherwise agreed in writing. Avonic is allowed to send an invoice after each partial shipment for the goods, even if the total order is not yet delivered in full.

9.3 Payment must be made by the Customer himself, in euro, into an account which is designated by Avonic for this purpose, without any discount, suspension or claim of compensation.

9.4 Avonic reserves the right to decline credit to the Customer and in the event credit is granted to the Customer, to change or revoke Customer's credit limit on the basis of changes in Avonic's credit policies or Customer's financial condition and/or payment record.

9.5 In the event the Customer exceeds the credit limit or has any outstanding invoice that is past due, Avonic has the right to stop shipments of goods to the Customer until the Customer makes a sufficient payment to bring its account within the credit limit provided.

9.6 Exceeding the credit limit will not exempt the Customer from any of the obligations of the Agreement, even if this was permitted by Avonic for a longer time.

9.7 The date on which the amount payable is deposited into Avonic's account shall be valid as the date of payment, whilst the date of crediting shall be the value date on the statement of Avonic's bank account.

9.8 Payments made by or on behalf of the Customer shall serve to pay interest and costs and subsequently the oldest outstanding principal amounts. This will also be the case if the Customer states that the payment relates to a later invoice.

9.9 Upon or after entering into the Agreement and before its implementation, Avonic will be entitled to demand a guarantee from the Customer that both the payment obligations and any other obligations arising from this Agreement will be fulfilled. Refusal by the Customer to provide the required security gives Avonic the right to suspend its obligations and ultimately, without any notice of default or legal intervention, the right to dissolve the Agreement wholly or partially, without prejudice to his right to compensation for any damages suffered by him.

9.10 In the event that payment is not effected on time, the Customer shall be deemed to be in default without the need for any notice of default or judicial intervention, and he shall be charged an interest over the amount due of 1,5% per month or part of a month from the moment of default. All costs involved in collecting the amount due, both judicial and extrajudicial, shall be for the account of the Customer. The extrajudicial costs owed will never be less than 15% of the sum to be collected subject to a minimum of € 250,-. If Avonic can prove that it has incurred higher costs, that was necessary in all fairness, then these, too, shall be eligible for compensation.

9.11 Furthermore, subject to any other rights Avonic may have pursuant to the law or the Agreement, in the absence of timely payment it shall be entitled either to suspend further delivery or to terminate all or part of the relevant Agreement without the need for a notice of default or judicial intervention, such as at its own discretion and subject to Avonic's right to seek compensation for any harm it has suffered.

9.12 At any rate, the entire purchase price shall fall due with immediate effect in the event that the Customer fails to effect timely payment or if he goes bankrupt, is granted a suspension of payments, is placed in the care of a guardian, his possessions are attached or in the event that the Customer's business is liquidated or dissolved.

9.13 Objections to the amount of an invoice must be made within seven working days after the date of invoice and shall not justify any postponement by the Customer of its obligation to pay the agreed price. Nor shall objections to the height of the invoice justify deduction of any claims which the Customer may have against Avonic from its obligation to pay the agreed price or any other payment obligations vis-à-vis Avonic.

Article 10: Intellectual property rights and confidential information

10.1 All rights of intellectual property on all goods supplied or made available pursuant to the Agreement, including, without limitation, software, designs, working methods, advice, (sample) contracts, materials such as (database) details, analyses, drafts, documentation, reports, quotations, pamphlets and any related preparatory material, all in the broadest sense of the word, shall rest and continue to rest exclusively with the manufacturer and/or supplier, respectively of the goods or with Avonic.

10.2 The Customer is expressly not permitted to duplicate, disclose or utilise any of the goods supplied or made available pursuant to the Agreement, whether or not through the engagement of third parties.

10.3 The Customer is not permitted to modify all or part of any goods supplied, their packaging or labelling without the prior written consent of Avonic. The Customer shall not affix any other trademark to the goods, to use the relevant mark in any other way, or to register it in his own name, unless it concerns goods under private label.

10.4 The Customer will immediately alert Avonic if a third party infringes or threatens to infringe the intellectual property rights of Avonic and/or the manufacturer and/or supplier or if third parties adopt the position that goods of Avonic and/or the manufacturer and/or supplier infringe their own intellectual property rights.

10.5 The Customer is aware that the goods supplied under the Agreement (may) contain confidential information and trade secrets of Avonic or its part suppliers. The Customer undertakes to keep this information confidential, to not disclose or give the use of it to third parties other than for the purpose for which it was made available. Third parties shall be understood to include all persons employed in the Customer's organisation who do not necessarily need to use the goods.

Article 11: Retention of title

11.1 Avonic will retain the title to the goods supplied to the Customer as long as the Customer has not paid all that is owed for the supply of those goods, including any costs, damages and interest, as well as any amount payable due to the Customer's failure to comply with his obligations pursuant to this Agreement or any other, in full.

11.2 The Customer shall not be entitled to process, alienate, pledge or otherwise encumber the goods sold with any limited right (of security), nor to hand them or make them available to third parties, under any name or title whatsoever, as long as they are subject to Avonic's retention of title. Resale by the Customer shall only be allowed within the scope of its normal business operations.

11.3 If third parties attach the goods supplied to the Customer subject to retention of title or intend to establish or exercise (limited) rights thereon, the Customer shall be obliged to notify Avonic thereof immediately in writing and to make all information and related documents available to Avonic.

11.4 The Customer is obliged to keep and/or render the goods subject to retention of title in Avonic's favour identifiable and to keep them separate from each other and from other products held by the Customer.

11.5 The Customer has a duty of care with regard to the goods covered by the retention of title and must insure them and keep them insured against all of the risks customary in the sector.

11.6 The Customer shall at all times help Avonic exercise its right of ownership. As long as retention of title applies, the Customer shall have a duty to grant Avonic access to his buildings and premises.

11.7 When first so requested by Avonic, the Customer shall be obliged to pledge to Avonic any accounts receivable he acquires in respect of goods supplied by Avonic which are subject to retention of title and have been sold to his buyers.

Article 12: Customer's obligation to check and complain

12.1 On delivery, the Customer is obliged to check if the goods comply with the Agreement. In particular, immediately on delivery, the Customer must inspect the goods for visible defects and visible (transport) damage and check if the number of goods complies with the number of agreed goods and furthermore if any accessories which may have been agreed are included in the delivery.

12.2 Any visible defects and visible (transport) damage in the goods as well as differences between the number of goods and/or accessories delivered and the number agreed must be noted by the Customer, immediately on delivery, on the waybill and/or delivery note and reported to Avonic in any event within 24 hours from delivery, in writing, with a clear and detailed description of the complaint(s) and stating the order number, in the absence whereof the Customer will be considered to have received the agreed quantity of goods and/or accessories without any visible defects or visible (transport) damage.

12.3 Complaints other than those referred to in 12.2 related to the goods and/or accessories supplied must be reported to Avonic by the Customer within 30 days from delivery, in writing, with a clear and detailed description of the complaint(s) and stating the order number, to enable Avonic to give an adequate response.

12.4 If the Customer fails to submit the complaints to Avonic within the time-limits described in 12.2 and 12.3 and in the manner described in those paragraphs, it will have failed to complain within the

'appropriate time' referred to in Section 7:23(1) of the Dutch Civil Code and any rights which the Customer may have vis-à-vis Avonic, which are factually based on non-compliance of the goods delivered with the Agreement, shall lapse.

12.5 The Customer shall inform Avonic immediately of any complaints the Customer receives about the goods.

Article 13: (Non-) conformity and Customer's expectations

13.1 All the goods of Avonic are intended for business to business-sale only.

13.2 The Customer is not entitled to expect that the goods supplied by Avonic are simply fit for the purpose intended by the Customer, unless, prior to the formation of the Agreement, the Customer notified Avonic in writing of its intended purpose and Avonic informed the Customer in writing or by email that the goods supplied will be fit for the purpose intended by the Customer. To determine whether or not the goods will be fit for the purpose intended by the Customer, Avonic may demand of the Customer that the goods to be purchased are tested prior to the formation of the Agreement by the Customer at the Customer's expense.

13.3 The Customer is not entitled to expect that the goods supplied by Avonic will work properly in any kind of installation, in a design made by the Customer or a third party or will operate properly together with any other goods purchased by the Customer from Avonic or third parties, unless, prior to the formation of the Agreement, the Customer notified Avonic in writing or by email of the intended purpose, the installation or the design in which the goods are used and Avonic replied in writing or by email that the goods are fit for this purpose intended by the Customer. To determine whether or not the goods will be fit for the purpose intended by the Customer, Avonic may demand of the Customer that the goods to be purchased are tested prior to the formation of the Agreement by the Customer at the Customer's expense.

13.4 The Customer shall at its own expense arrange for the translation of documentation on the goods into the language or languages of its customers if this is required by law. The Customer shall provide Avonic with advance copies of all translated material as referred to in the previous sentence. Avonic shall be free to make use of the translated material at its sole discretion.

13.5 Avonic reserves the right to modify the goods and the specifications at its sole discretion. This right includes the right to introduce new versions of the good as well as to withdraw any goods or any part thereof from the range of goods.

13.6 The Customer shall examine whether the goods and the product information meet all the requirements of the applicable legislation and regulations within the country of residence of the Customer, and shall inform Avonic immediately, should any good or product information not meet any such requirement. Should the Customer fails to provide Avonic with such information as referred to in the previous sentence or should the Customer provide incorrect information, the Customer will indemnify and hold Avonic harmless against any claims from third parties (including government bodies) related to the non-compliance of the goods with the local legislation and regulations and against all damage and costs that Avonic will suffer or incur in relation to such a claim.

13.7 As the goods may not have insurance coverage outside the country of residence of the Customer, the Customer is not allowed to sell the goods to buyers outside its country of residence or to buyers within its country of residence whom Customer knows they sell to buyers outside its country of residence without the prior written permission of Avonic.

14: Registration and certification of the goods

14.1 The Customer shall obtain product registrations and certifications and other governmental licenses, approvals, permits or

other authorisations required to enable Avonic to import, sell, distribute, advertise and promote the goods. The Customer shall bear all costs for acquiring such documents unless otherwise agreed in writing.

14.2 All applications for the registration or certification of the goods shall be filed in Avonic's name.

Article 15: Suspension and termination

15.1 Avonic will be entitled to suspend or terminate the Agreement with immediate effect and without taking the matter to court or to claim its termination in court without any notice of action or default being required and without being obliged to pay (any form of) damages or compensation, if:

- (a) the Customer has applied for or has been granted (temporary) suspension of payment;
- (b) the Customer has instituted bankruptcy proceedings, a third party has filed a petition against the Customer or a Court has declared that the Customer is bankrupt;
- (c) the Customer requests that the Court apply to it the Act on Debt Rescheduling for Natural Persons or a Court declares that this Act applies to the Customer;
- (d) the Customer dies or is placed under legal control;
- (e) the Customer's business is liquidated;
- (f) the Customer's operations are discontinued or all or a part of the Customer's operations are transferred, including the transfer of the company to a newly founded or existing company;
- (g) a substantial part of the Customer's assets, including moveable and immoveable property, claims and intellectual property rights of the Customer, are seized before judgement or under foreclosure.
- (h) the Customer fails to comply with his obligations pursuant to an Agreement into which he has entered, or fails to do so properly or on time or if there are grounds to fear that this will occur.

15.2 Without prejudice to the conditions of 15.1, Avonic reserves all rights which it may be entitled to by law, including the right to cancel the Agreement due to non-fulfilment of the Agreement by the Customer under Section 6:265 *ff.* of the Dutch Civil Code.

15.3 Any claim on the part of Avonic pertaining to a part of the Agreement which has already been executed, or harm suffered as a result of its suspension or termination, which shall be deemed to include loss of profit, shall fall due with immediate effect.

Article 16: Cancellation

16.1 If the Customer wishes to cancel the Agreement without Avonic having failed in the performance thereof and if Avonic so agrees, Avonic is entitled to charge the expenses, damages and lost profit and, to Avonic's own choice and depending on all circumstances (e.g. already performed supplies), 15% to 100% of the contract price.

Article 17: Force majeure (non-accountable failure)

17.1 Avonic will not be obliged to meet obligations entered into vis-à-vis the Customer if it is unable to do so due to force majeure. In this case, it is not obliged to compensate the Customer for any damage suffered by the Customer as a result of the failure.

17.2 Force majeure shall be understood to mean any failure in the performance of the Agreement for which Avonic cannot be held accountable because it is beyond its control, nor would it be considered accountable by virtue of the law, legal acts or any commercially accepted views.

17.3 Force majeure shall furthermore include, without limitation:

- (a) fire;
- (b) war and threat of war;

- (c) (threat of) terrorist attacks;
- (d) riot, revolution;
- (e) natural disasters, including, without limitation, floods;
- (f) non- or late delivery of goods by (part) suppliers or other third parties engaged by Avonic;
- (g) statutory regulations and measures issued by the Dutch government, which interfere with the fulfilment (within the time-limit) of the Agreement on Avonic's part, including bans on imports and exports;
- (h) statutory regulations and government measures issued by foreign governments or by organs of the European Union, which interfere with the fulfilment (within the time-limit) of the Agreement on Avonic's part, including import and export bans;
- (i) illegal national, foreign and European law government measures interfering with the fulfilment (within the time-limit) of the Agreement on Avonic's part, including, without limitation, seizure of goods by national or foreign governments or prevention of transport of goods by the police of any country without authorisation;
- (j) non- or late delivery of goods by Avonic to the Customer as a result of delays in the imports of the goods by Avonic, in particular delays in the Customs clearing procedures;
- (k) disruptions in the supply of energy and water, failures in the (telecommunications) network or in the communication systems used by Avonic and/or the Customer;
- (l) strikes at Avonic's company.

17.4 During the period of force majeure, Avonic's obligations will be postponed. If the force majeure continues for more than 45 days without interruption, both parties shall be entitled to terminate the Agreement with immediate effect in writing. In this case, Avonic shall not be obliged to pay compensation for any damage whatsoever which the Customer suffers and/or has suffered as a result of this.

17.5 Where Avonic has already executed part of an Agreement, the Customer shall pay the purchase price for any goods that have been delivered.

Article 18: Warranty

If at the formation of the Agreement a warranty for the goods with a specified period is granted to the Customer by Avonic, the following provisions are applicable.

18.1 Avonic warrants the goods to be free from any defects in material and workmanship for the specified period after the date of invoice. Avonic offers warranty only to the Customer.

18.2 Avonic gives no warranty for uninterrupted use and absolutely flawless operation of the goods, on compatibility with any other product, transport damage, electrical surges, lightning, improper power supply, or goods without a serial number or missing product label, power supplies, damage to LCD panels, accidental damage.

18.3 No warranty applies if:

- the damage was caused by improper use or improper installation;
- the good has visible usage damage;
- the good is not used in accordance with its instructions for use;
- the alleged defect is caused by a circumstance primarily located or originating outside the good;
- the Customer has continued to use the good after the discovery of the defect;
- the alleged defect is the result of lack of proper maintenance;
- the good has been opened, repaired or modified by the Customer or third parties without Avonic's authorization;
- the good was used in mobile or rental situations;
- the alleged defect is the result of normal wear and tear;

- the good was refurbished or discontinued at the time of the sale by Avonic, unless agreed otherwise in writing.

18.4 In case of a claim, Customer should first allow Avonic to investigate the problem remotely. If Avonic didn't have the opportunity to investigate the problem remotely, for example with a remote desktop session, any problem that could have been solved remotely is considered as a "no problem found".

18.5 If remote investigation didn't solve the problem, Customer should send the good to Avonic for inspection at the Customer's expense and risk. In all cases, return shipment shall take place in a manner decided by Avonic and in the original packaging and after prior written approval of Avonic. Any repaired, replaced or 'no-problem found' good travels from Avonic to the Customer at the Customer's expense and risk.

18.6 Inspection of the goods and the conclusions based on this inspection are at the sole discretion of Avonic. Avonic reserves the right to charge a fee in case no problem was found.

18.7 If the Customer has reported a claim to Avonic in a timely manner (in accordance with clauses 12.2 and 12.3) and Avonic has acknowledged this claim, Avonic shall only be obliged to replace or repair the delivered goods or to (partially) refund the purchase price for the goods, such at Avonic's own discretion. After repair or replacement, the initial warranty period continues; no new warranty period shall commence. Replacement goods can be refurbished or remanufactured, with the same, similar or better good. Replaced parts are or become the property of Avonic.

Article 19: Avonic's liability

19.1 Except in the case of legal liability pursuant to provisions of mandatory law and a deliberate act or omission, or gross negligence on the part of Avonic, any liability of Avonic for any damage is excluded. Liability for any indirect or consequential damage including without limitation lost profits or loss ensuing from late delivery or as a result of stagnation and damage arising from claims of the Customer's buyers, is expressly excluded.

19.2 In all cases where Avonic is obliged to pay compensation for damages, the aggregate liability of Avonic to the Customer under any theory or ground shall at all times be confined to the net invoice value of the goods concerned or to that part of the net invoice value to which a claim for compensation is directly or indirectly related. Total compensation for damages payable by Avonic shall in no event exceed € 100.000,- per event, whereby a series of related events will be considered as a single event.

19.3 Avonic shall not be liable for damage of any nature whatsoever, which is caused because Avonic has used incorrect and/or incomplete information supplied by or on behalf of the Customer when the order was placed or at a later stage.

19.4 Avonic shall not be liable for damage of any nature whatsoever, which is caused because or since the Customer has treated or processed the goods supplied in an installation, has supplied them or given the use thereof to third parties or caused others to treat or process them or to supply them to third parties. Nor shall Avonic be liable for damage of any nature whatsoever, which is caused by incompatibility problems, i.e. the impossibility to combine the goods supplied by Avonic with other equipment.

19.5 Avonic shall under no circumstances be liable for damage of any nature whatsoever, which is caused by the negligent or injudicious use of the goods by the Customer or a third party. Injudicious or negligent use shall be understood to mean in any event: the use of the goods supplied in a manner other than that prescribed in the manufacturer's instructions.

19.6 The Customer indemnifies Avonic against all claims of third parties due to (product) liability as a result of a defect in a product or system which has been supplied to a third party by the Customer and which (partly) consisted of goods or related materials supplied by Avonic.

19.7 All claims against Avonic other than those which have been acknowledged by Avonic shall lapse by the mere expiry of 12 months following the origin of that claim.

19.8 Avonic shall not be responsible for any (local) registration or regulation procedure in destination countries. The Customer is obliged to reimburse Avonic for all damage or losses suffered by Avonic within this context, including the (full) costs of defence.

Article 20: Data protection

20.1 Avonic processes personal data in accordance with laws applicable to the protection of personal data ("Data Protection Laws") for the purpose of the execution of an Agreement with the Customer. Personal data provided to Avonic by the Customer, will only be used for this purpose. Should Avonic requires the services of third parties for carrying out or processing certain tasks, the Data Protection Laws will be complied with.

Article 21: Sanction Laws

21.1 Trade Laws means any laws, regulations, or other binding measures of the United Nations, the European Union, any EU member state, the United States of America or any other jurisdiction applicable to the parties which relate to economic or trade sanctions, export controls, non-proliferation, anti-terrorism or similar restrictions.

21.2 The Customer agrees and acknowledges that the goods are sold and delivered in accordance with any and all applicable Trade Laws. The Customer agrees to ascertain and comply with all applicable obligations and restrictions arising from Trade Laws. The Customer acknowledges that Trade Laws prohibit, entirely or to a certain extent, or impose certain requirements on exports, transactions and dealings with certain countries, individuals and entities. The Customer will review and comply with any applicable Trade Laws relating to the Agreement.

21.3 The Customer represents and warrants in connection with the business to be conducted under the Agreement that it has not participated in or had any involvement, and will not in the future participate in or have any involvement, with bribery or corruption in any form, directly or indirectly, or has violated or has caused other third parties to violate any applicable anti-bribery or corruption laws and regulations of any jurisdiction.

Article 22: Applicable law

22.1 These General Terms and Conditions and all agreements formed between the Customer and Avonic shall be exclusively subject to Dutch law, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (1980) [CISG]

Article 23: Jurisdiction

23.1 All disputes arising from an Agreement between the Customer and Avonic shall be submitted exclusively to the competent Court in The Hague, the Netherlands unless Avonic would elect to submit the dispute to the competent court in the place where the Customer has its registered offices.

23.2 Disputes between Avonic and customers who are established outside the European Union will be settled by means of arbitration of the International Chamber of Commerce under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator. The place of arbitration will be The Hague, the Netherlands. The arbitral procedure shall be conducted in the English language.

Article 24: Amendment of General Terms and Conditions

24.1 Avonic is entitled to amend and/or supplement these General Term and Conditions. The Customer will be notified in writing in advance of any amendment and/or addition. The most up-to-date version of these General Terms and Conditions is filed with the District Court of The Hague and can furthermore be consulted on the website www.avonic.eu