

GENERAL TERMS AND CONDITIONS OF SALE

of the private company with limited liability Fepatex Nederland B.V., having its registered office and its place of business in Kaatsheuvel, registered in the Commercial Register of the Chamber of Commerce under number 17283755, and of the private company with limited liability Fepatex Machines B.V., having its registered office and its place of business in Kaatsheuvel, registered in the Commercial Register of the Chamber of Commerce under number 67594867.

DEFINITIONS

1. "Fepatex" is understood as Fepatex Nederland B.V. and/or Fepatex Machines B.V.
2. "Delivery (Completion)" is understood as the actual availability by or on behalf of Fepatex of goods to the Buyer or to a third party designated by the Buyer.
3. "General Terms and Conditions (of Sale)" and/or "Terms and Conditions" are understood as the present provisions.
4. The "Buyer" or the "Client" is understood as the party who contracts and/or intends to contract with Fepatex.-
5. An "Offer" or "Proposal" is understood as each and every oral or written proposition of Fepatex for the conclusion of an agreement with the same.
6. "Goods" are understood as any and all tangible objects that are or were delivered by Fepatex or any and all tangible objects to which an Offer or Proposal of Fepatex is related;
7. "Activities" or "Services" are understood as any and all activities performed or to be performed and/or any and all services supplied or to be supplied by Fepatex (of any nature whatsoever) or activities to be performed and/or services to be supplied by Fepatex (of any nature whatsoever) to which an Offer or Proposal of Fepatex is related.

ARTICLE 1 APPLICABILITY

1. These General Terms and Conditions are applicable to (i.) any and all Offers respectively any and all Proposal of Fepatex, (ii.) any and all agreements concluded with Fepatex and any and all agreements and/or commitments deriving from the same, (iii.) any and all Goods to be delivered or delivered by Fepatex, and (iv.) any and all Activities and Services to be performed and performed by Fepatex.
2. Changes of and/or additions to these General Terms and Conditions are not legally valid, unless they were put in writing and were signed for approval by the board of Fepatex.
3. Unless expressly stipulated otherwise in writing, the content of these General Terms and Conditions shall always prevail over the content of general terms and conditions (by any name whatsoever) of other parties of Fepatex.

ARTICLE 2 OFFERS / CONCLUSION OF AGREEMENTS

1. Offers / Proposals of Fepatex are subject to contract and can always be cancelled or revoked by Fepatex, also if the Offers / Proposals contain a period for acceptance and/or were agreed by another party of Fepatex within this kind of period.
2. The Buyer can only accept an Offer / Proposal in writing by signing a confirmation of the order, delivery or Offer sent to the Buyer by Fepatex for approval and by returning it to Fepatex within 8 days after the date of despatch.
3. In case of an overstepping of the said period of 8 days by the Buyer, Fepatex shall be free to determine that an agreement was concluded with the Buyer and to, whether or not, implement the order or delivery of the Buyer or an Offer.

ARTICLE 3 PRICES

1. The prices used by Fepatex in its Offers and/or Proposals and/or confirmations of Offers, orders, contracts or deliveries are exclusive of VAT and are based on price determining factors that were known during the negotiations and/or the issue of Offers / Proposals and/or confirmations of Offers / Proposals, orders, contracts or deliveries. This regards, for instance, commodity prices, raw material prices, purchase prices of suppliers of Fepatex, import and export duties and other similar duties, freight rates, insurance premiums, levies, taxes, and other official charges.
2. If one or more of these price determining factors change before the Delivery (Completion) then Fepatex shall be entitled to adjust its prices accordingly. If the Buyer objects to this then Fepatex shall be entitled to revoke respectively cancel the Offer issued or the Proposal made to the Buyer or to unilaterally rescind an agreement concluded with the Buyer by means of a written notice, without being liable in respect of the Buyer to pay any compensation (for damages).
3. With each and every agreement, including delivery on supply, a change in the exchange rates of one or more currencies on which the conclusion and/or the implementation of the agreement is based shall entitle Fepatex to adjust the price or to revoke the Offer or to rescind the agreement.
4. In case of an agreement concluded by Fepatex for a fixed or an open term that is related to the delivery of products, the provision of services or the performance of activities, Fepatex shall be entitled to immediately adjust its prices after a change in the factors on which its pricing is based. If the other party of Fepatex objects to this then Fepatex shall be entitled to unilaterally rescind the agreement concluded with the said other party by means of a written notice, without being liable in respect of the said other party to pay any compensation (for damages).

ARTICLE 4 RISK

1. Delivery of Goods by Fepatex takes place at the moment that Fepatex makes the Goods available to the Buyer or a third party designated by the same at its business / storage location and/or at the moment that Fepatex informed the Buyer that the Goods are at its disposal. From that moment the Buyer bears the risk of the Goods in terms of potential damage to or destruction of the same as also in terms of storage, loading, transport and unloading and the Buyer is held to take out insurance for the said risk.
2. Only if Fepatex confirmed in writing that the Goods to be delivered by Fepatex are delivered DDP (delivery duty paid) or DAP (delivery at place), including duties, by Fepatex or by a third party to be designated by the same then the said Goods shall travel at the risk and expense of Fepatex, however, as the occasion arises, the provisions set forth in article 4 paragraph 1 and article 7 paragraph 1 of these General Terms and Conditions remain applicable in full.

ARTICLE 5 DELIVERY / DELIVERY PERIODS

1. If Offers, proposals or confirmations include delivery periods or if delivery periods were stipulated then they are not fatal deadlines for Fepatex. Delivery periods only serve as an indication and can, therefore, not be guaranteed by Fepatex.
2. In case of an overstepping of a delivery period specified by Fepatex, Fepatex shall not be in default by operation of law with regard to the (timely) compliance with its delivery obligations. For the said default to occur the Buyer must give Fepatex written notice of default and simultaneously grant Fepatex a reasonable period for the compliance.



3. Overstepping of the delivery period shall not compel Fepatex to pay any compensation for damages incurred by the Buyer and/or a third party. Overstepping of the delivery period shall not entitle the Buyer to rescind the agreement or not comply with or suspend its obligations in respect of Fepatex.
4. Unless expressly stipulated otherwise by Fepatex in writing, Fepatex shall be entitled to deliver an Order in its entirety or, after the subsequent availability of the Goods, in parts. If Fepatex invoices the Buyer separately for every part delivery then the Buyer is held to pay the separate invoices in accordance with article 11.5 of these Terms and Conditions. The Buyer is always held to immediately take delivery of Goods to be delivered by Fepatex and to immediately unload the same. If delivery is not taken of Goods within 3 hours after delivery then they are stored at the location that is designated for this purpose in the agreement, the law or generally accepted practice. Storage by Fepatex of Goods of which delivery was not taken by the Buyer (in a timely fashion) shall be at the risk and expense of the Buyer.

ARTICLE 6 QUANTITY

1. If Fepatex uses the word "number" or "quantity" in Offers, proposals or confirmations then the delivered number or the delivered quantity can deviate from the quantity specified in the Offer, proposal or confirmation by a maximum of 20% and this kind of deviation cannot give the Buyer cause for rescission / termination of an agreement nor can this kind of deviation result in an obligation on the part of Fepatex to pay compensation for damages to the Buyer.
2. The Buyer is held to make an additional payment for the surplus delivered by Fepatex in conformity with the price applied by Fepatex.

ARTICLE 7 QUALITY AND PROCESSING

1. Fepatex shall not be liable for a reduction in quality of the Goods, damage to or destruction of the same from the moment that they are ready for delivery (completion) at its warehouse or in the warehouse of a third party, or are ready for delivery (completion) at any other storage or disposal location.
2. Unless expressly stipulated otherwise in writing, processing acts in respect of the Goods, e.g. sawing, drilling, painting, (further) treating, drying or other forms of processing after realisation of the Goods, shall be at the risk and expense of the Buyer.

ARTICLE 8 COMPLAINTS

1. The Buyer must inspect the delivered (completed) Goods on quantity and quality immediately after delivery (completion). The quantities and/or pieces mentioned on the consignment note, delivery note or other authenticated document are deemed to be correct, unless deficits are immediately mentioned by the Buyer on the confirmation of receipt. The Buyer is then held to report the deficits to Fepatex by registered letter, facsimile or email within 2 working days after detection, accompanied by a detailed overview of the relevant deficits. In case of notification by facsimile or email the Buyer must retain a confirmation of receipt respectively a read receipt.
2. Complaints about the quality and/or deviations of a delivered Good must be reported to Fepatex by the Buyer at the latest within 2 working days after delivery of the Good by registered post, facsimile or email.
3. The Buyer shall give Fepatex the opportunity to inspect the Goods after Delivery (Completion) in order to be able to determine whether or not the complaints are well-founded. The Buyer can no longer complain about the quality and/or deviations of the delivered Goods after full or partial processing of the Goods.
4. If the Goods about which the Buyer is complaining are not located in the warehouse of Fepatex then they must be stored by the Buyer at its own risk and expense. As the occasion arises, the Buyer is subject to the obligation to care for the Goods. In addition, the Buyer must take out adequate insurance against the common risks.
5. Complaints that are related to shortcomings in respect of services or activities performed by Fepatex must be reported to Fepatex by the Buyer by registered letter, facsimile or email within seven working days after the relevant discovery or within seven working days after the Buyer or the Client should have discovered them.
6. A complaint shall not entitle the Buyer or the Client to fully or partly suspend payment of the purchase price or associated costs.
7. The Buyer or the Client is deemed to have accepted a delivered Good, performed services or activities or a realised work in a good condition, unless the Buyer or the Client submits a complaint in a timely fashion in conformity with this article.
8. After the period as intended in paragraph 1, paragraph 2 or paragraph 5 has lapsed, the right of the Buyer or the Client to complain about Goods delivered (completed) and/or services or activities performed and works realised by Fepatex and to address Fepatex accordingly shall expire.
9. The Buyer or the Client must submit complaints about an invoice of Fepatex, subject to forfeiture of any and all relevant rights of the Buyer or the Client, to Fepatex by registered letter, facsimile or email within the payment term imposed by Fepatex.

ARTICLE 9 SCOPE OF THE WORK

1. The Client must ensure that any and all authorisations, exemptions, and other decisions that are required for the performance of the work contracted to Fepatex were taken or were obtained in a timely fashion. On demand of Fepatex, the Client is held to send a copy of the relevant aforementioned documents to the same.
2. Unless stipulated otherwise in writing, the work contracted to Fepatex does not include:
 - a. earthworks, piling, chopping, breaking, foundation work, masonry, carpentry, plastering, paintwork, wallpapering, repair work or other structural work;
 - b. the realisation of connections to gas, water, electricity, internet or other infrastructural facilities;
 - c. measures to prevent or limit damages to or theft or loss of goods present on or at the work site;
 - d. disposal of materials, building materials or rubbish;
 - e. vertical and horizontal transport;

ARTICLE 10 CONTRACT EXTRAS

1. Changes in the work contracted to Fepatex do, in any case, result in contract extras when:
 - a. there is question of a change in the design, the specifications or the contract documents;
 - b. the information supplied by the Client does not correspond with the reality;
 - c. estimated quantities deviate by more than 5%.
2. Contract extras are calculated on the basis of the price determining factors that are applicable at the moment that the contract extras are performed. On demand of Fepatex, the Client is held to pay the price of the contract extras.



ARTICLE 11 PERFORMANCE OF THE WORK

1. The Client ensures that Fepatex can perform its activities in an uninterrupted manner and at the stipulated time and that during the performance of its activities it shall dispose of the necessary facilities, e.g.:
 - a. gas, water, electricity and internet;
 - b. heating;
 - c. lockable dry storage area;
 - d. facilities prescribed in pursuance of the Dutch Working Conditions Act and relevant regulations.
2. The Client bears the risk and shall be liable for damages to and theft or loss of goods of Fepatex, the client and third parties, e.g. tools, materials designated for the work or equipment used during the work that are located at or near the location where the activities are performed or at another stipulated location.
3. Without prejudice to the provisions set forth in paragraph 2 of this article, the Client shall be held to take out adequate insurance against the risks as intended in the said paragraph. The Client must moreover provide for insurance of the operating risk of equipment to be used. The Client must on demand send a copy of the relevant insurance(s) and proof of payment of the premium to Fepatex. If there is question of damages then the Client is held to forthwith report this to its insurer for further processing and settlement.

ARTICLE 12 COMPLETION OF THE WORK

1. The work contracted to Fepatex is deemed to be completed in the following instances:
 - a. if the Client approved the work;
 - b. if the work was put into use by the Client. If the Client puts a part of the work into use then the said part is deemed to be completed;
 - c. if Fepatex informed the Client in writing that the work was completed and the Client did not communicate in writing within 8 days after the day of the notification that it does not approve the work;
 - d. if the Client does not approve the work on the basis of small defects or missing parts that can be repaired or delivered within 30 days and that do not prevent the work from being put into use.
2. If the Client does not approve the work then the Client is held to communicate this to Fepatex in writing stating the relevant reasons. The Client must give Fepatex the opportunity to yet complete the work.
3. Fepatex shall not be liable for damages to uncompleted parts of the work caused by the use of the already completed parts of the work. The Client indemnifies Fepatex against claims of third parties for damages to uncompleted parts of the work caused by the use of already completed parts of the work.

ARTICLE 13 LIABILITY

1. Minor differences in dimension and/or thickness and a minor colour difference in connection with Goods delivered by Fepatex shall not imply that Fepatex failed to comply with its obligations in respect of the Buyer.
2. The (potential) obligation of Fepatex in respect of the Buyer or the Client to pay compensation for damages on account of any basis whatsoever shall in all instances be limited to the damages against which Fepatex is insured on account of insurance taken out by or on behalf of the same. The scope of the said obligation on the part of Fepatex shall, however, never exceed the amount that the insurer or Fepatex pays, as the occasion arises, pursuant to the insurance.
3. In all instances it is noted (where it makes no difference on what basis Fepatex is addressed for compensation for damages and whether the insurer of Fepatex offers cover or not for compensation for the damages for which Fepatex is addressed) that Fepatex shall not be liable for compensation for consequential damages or damages that indirectly derive from a harmful event and that are not directly related to it, including (however not limited to) business interruption losses, production losses, damages to property in the care, custody or control of, but not owned by the insured, lost profit, fines, and transport charges.
4. Fepatex shall not be liable for compensation for damages that are / were inflicted on persons and/or goods as a result of intent and/or gross negligence of non-managerial subordinates or auxiliary persons of Fepatex.
5. Fepatex shall not be liable for compensation for damages to goods delivered by or on behalf of the Client as a result of inferior processing of the same.
6. Fepatex shall not be liable for claims on account of product liability, which claims are the result of or are related to a defect in a good that was delivered to a third party by the Buyer or the Client and of which the Goods delivered by Fepatex are part.
7. The Buyer or the Client indemnifies [Fepatex] against any and all claims of third parties for compensation for the loss items as intended in paragraphs 1 up to and including 5. The Buyer or the Client is held to compensate Fepatex for any and all damages incurred by Fepatex in connection therewith (including costs for defence to be incurred by Fepatex).
8. If shortcomings are, due to the nature of the performance, at the expense of Fepatex then Fepatex can select from the following alternatives:
 - a. in case of the delivery of Goods, Fepatex replaces the inferior Good after the Buyer has returned it to Fepatex or Fepatex pays compensation for the incurred damages up to at most the invoice value of the inferior Good. Fepatex can also decide to repair (have repaired) an inferior Good, but is not held to do so. If the stipulated performance of Fepatex (also) consists of the processing of goods delivered by the Buyer or the Client then the Buyer or the Client must deliver new goods to be processed by Fepatex at its own risk and expense.
 - b. in case the performance of Fepatex (whether or not also) regards the provision of services or the performance of activities (whether or not with a previously determined result as the objective) by Fepatex, the Buyer or the Client is held to grant Fepatex a reasonable period to and lend full cooperation in Fepatex yet complying with its obligations in respect of the Buyer or the Client. If this is not or no longer possible or (at the discretion of Fepatex) brings about too high costs then Fepatex shall pay compensation for the directly related damages on the part of the Buyer or the Client up to at most the amount that the insurer of Fepatex pays in the relevant instance or (in the event that the insurer of Fepatex does not offer cover or not sufficiently) up to at most the price / fee stipulated with the Buyer / Client by Fepatex for the services or activities that were not performed or not correctly.





9. In case Fepatex can, for any reason whatsoever, not rely on the provisions set forth in paragraphs 1 up to and including 8, in case of the delivery of Goods the scope of the obligations to pay compensation for damages on the part of Fepatex shall always be limited to a maximum of 15% of the invoice amount (exclusive of VAT) payable by the Buyer for the relevant Goods or (in case of the provision of services or the performance of activities by Fepatex) up to a maximum of 15% (exclusive of VAT) of the contract sum payable by the Client for the relevant services or activities. If the agreement between Fepatex and the Buyer or between Fepatex and the Client consists of components or partial deliveries then the scope of the obligation to pay compensation for damages on the part of Fepatex shall be limited to at most 15% (exclusive of VAT) of the invoice amount or the contract sum that regards the component or the partial delivery in respect of which the Buyer or the Client complains. In case of a continuing performance agreement between Fepatex and the Buyer or the Client, the scope of the obligation to pay compensation on the part of Fepatex shall be limited to at most 15% (exclusive of VAT) of the (total) invoice amount or the (total) contract sum over the last twelve months prior to the harmful event.
10. If Fepatex provided guarantees with regard to the Goods to be delivered and/or the services to be provided by the same in respect of the absence of defects and/or the removal of potentially occurring defects then it is noted that these kinds of guarantees can never be relied on by the Buyer or the Client if the occurring defects are the result of:
 - normal wear and tear;
 - injudicious use;
 - the non-performance of maintenance of incorrectly performed maintenance;
 - installation, assembly, change or repair by the Buyer or the Client or a third party;
 - defects of or caused by goods, originating from or used by the Buyer or the Client or third parties.
11. A failure on the part of Fepatex to comply with its obligations in respect of the Buyer or the Client cannot be blamed on Fepatex if the said failure is the result of force majeure. "Force majeure" is understood as (but not limited to) the circumstance that Fepatex or third parties hired by Fepatex (suppliers, contractors, transporters, etc.) on whom Fepatex depends cannot comply with its / their obligations as a result of circumstances that cannot be blamed on the same and can neither be allocated to the same, including weather conditions, natural forces, epidemics / pandemics, terrorism, criminality, power failures, industrial actions, import / export / trade restrictions, et cetera.
12. In case of force majeure as intended in paragraph 11, Fepatex shall be allowed to suspend compliance with its obligations and to again comply with the same as soon as the situation of force majeure has expired and the planning of Fepatex permits this again. If it becomes apparent that compliance by Fepatex with its obligations has become permanently impossible or if the temporary situation of force majeure has continued for more than three months then Fepatex shall be entitled to fully or partly rescind the agreement with the Buyer or the Client (at the discretion of Fepatex), without being held in respect of the Buyer or the Client to pay any compensation for damages.

ARTICLE 14 CANCELLATION / SUSPENSION

1. In case of failures of Fepatex to comply with its obligations in respect of the Buyer or the Client, which cannot be blamed on Fepatex, including the instance that Fepatex cannot deliver because its suppliers do not enable Fepatex to do so, Fepatex shall suspend compliance with the said obligations to the extent that compliance has not become permanently impossible.
2. In case it regards the delivery of Goods and the delivery period is, as expected by Fepatex, extended by more than 3 months or when compliance (in full) by Fepatex with its obligations yet appears to have become completely impossible, Fepatex shall be entitled to cancel (rescind) the agreement in terms of the part that has not been implemented. As the occasion arises, Fepatex shall not be held to pay any compensation for damages. In case of partial compliance by Fepatex, the Buyer or the Client shall be held to pay the proportionate part of the stipulated total price.
3. With each and every shortcoming of the Buyer or the Client Fepatex shall be entitled to suspend all its existing obligations in respect of the Buyer or the Client with immediate effect until the Buyer or the Client has complied with all its exigible obligations.
4. Fepatex is entitled to require (before it proceeds with compliance with its obligations) payment in advance in full of a stipulated purchase price or contract sum and/or provision of sufficient security for compliance by the Buyer or the Client with its obligations in respect of Fepatex when this is, at the discretion of Fepatex, relevant.
5. The Client or the Buyer shall not be authorised to terminate or rescind the agreement (either in whole or in part), unless Fepatex consents to this in writing. Fepatex is entitled to impose conditions on the said consent. In case of consent of Fepatex, the Client or the Buyer shall be liable to pay an immediately exigible compensation to Fepatex equal to the stipulated price, minus the potential savings that derive from the termination / rescission on the part of Fepatex. The compensation payable by the Client or the Buyer arrives, as the occasion arises, at a minimum of 20% of the stipulated price.

21.2. If the purchase price or contract sum payable to Fepatex depends on the costs actually incurred by Fepatex (cost-plus basis) then the compensation as intended in the first paragraph of this article is estimated at the sum of the costs, labour hours, and profit that Fepatex was expected to have made on the full contract.

ARTICLE 15 PAYMENT

1. Unless the Buyer or the Client pays within the period determined in paragraph 3 of this article, the invoice can be increased by a credit reduction surcharge of 2% on the total invoice amount.
2. Exchange rate and bank charges and other costs that are related to the payment of the invoice are at the expense of the Buyer or the Client.
3. Payment of invoices must take place within 30 days after the date of the invoice. If payment does not take place within the said period then the Buyer or the Client shall immediately be in default in respect of compliance with its payment obligations in respect of Fepatex without a notice of default being required. The Buyer or the Client shall, as the occasion arises, except from the credit reduction surcharge as intended in paragraph 1, be liable to pay an interest rate of 1% each month or part of it on the outstanding invoice amount and the latter as long as the Buyer or the Client fails to proceed with payment (in full).
4. Different payment terms are only applicable if they were expressly stipulated in writing with Fepatex.
5. The (potential) right of the Buyer or the Client to suspend compliance with its payment obligations in respect of Fepatex or the (potential) right of the Buyer or the Client to proceed with settlement of alleged claims with claims of Fepatex in respect of the Buyer or the Client is not allowed.
6. The Buyer is held to compensate Fepatex for any and all judicial and extrajudicial costs that Fepatex had to incur as a result of the fact that the Buyer failed to comply with its obligations in a timely fashion and/or properly.



7. In case of late payment the compensation payable by the Buyer or the Client for the extrajudicial costs shall at least arrive at 15% of the amount payable by the Buyer or the Client (consisting of the principal sum, credit reduction surcharge, and default interest).
8. Any and all costs to be incurred by Fepatex (in or out of court) to accomplish that the Buyer or the Client complies, at any time, in full with exigible obligations (on any account whatsoever) in respect of Fepatex, shall be at the expense of the Buyer or the Client.

ARTICLE 16 RESERVATION OF TITLE

1. The ownership of a Good delivered by Fepatex shall only transfer to the Buyer or the Client when the Buyer or the Client paid everything that Fepatex can or may claim in pursuance of the agreements with the Buyer or the Client and the services or activities performed in connection therewith.
2. If there is question of specification because the Buyer or the Client processes or treats the Goods received from Fepatex that are subject to reservation of title then by operation of law Fepatex becomes the owner of the goods (whether or not created after specification). As the occasion arises, the Buyer or the Client holds the relevant goods by operation of law for Fepatex until the title transfers to the Buyer or the Client in conformity with paragraph 1.
3. If Fepatex, despite the provisions set forth paragraph 2, yet loses the title of the relevant goods then the Buyer or the Client lends, on demand of Fepatex, any and all cooperation that is required for the establishment (at the expense of the Buyer or the Client) of a, whether or not possessory, right of pledge on the relevant goods for the benefit of Fepatex.
4. The Buyer or the Client is, despite the provisions set forth in the first paragraph, authorised to sell and/or deliver on Goods that the Buyer or the Client received from Fepatex in the context of its normal business operations, however only in case the Buyer or the Client informs its purchasing other party well before the conclusion of a sale and purchase agreement in writing of the reservation of title of Fepatex.
5. Fepatex is entitled to impose the condition on the Buyer or the Client that it can only sell and deliver (on) the Goods after establishment of a, whether or not possessory, right of pledge for the benefit of Fepatex.
6. The authority of the Buyer as intended in paragraph 4 expires when the Buyer or the Client fails to comply with its obligations in respect of Fepatex. The said authority revives, with retroactive effect, if the Buyer yet complies with its overdue obligations.
7. As long as the title of the delivered Goods has not transferred to the Buyer or the Client then the Buyer or the Client shall not be authorised to pledge, hire or borrow the said Goods for use to third parties.

ARTICLE 17 PROVISION OF SECURITY / PLEDGING / ASSIGNMENT

By way of security for compliance with its claims in respect of the Buyer or the Client, Fepatex is entitled to require of the Buyer or the Client that the Buyer or the Client provides a bank guarantee and/or that the Buyer or the Client pledges or assigns its receivables in respect of third parties to Fepatex and, on demand of Fepatex, the Buyer or the Client is held to lend cooperation in the pledging and/or assignment of the said receivables to Fepatex. The associated costs are completely at the expense of the Buyer or the Client.

ARTICLE 18 INTELLECTUAL PROPERTY RIGHTS

1. Fepatex is respectively shall be qualified as the maker, designer or inventor of the Good produced or the work, model or invention accomplished in the context of an agreement between Fepatex and the Buyer or the Client. Only Fepatex shall be entitled to apply for or file a patent, trademark or model in respect of the same.
2. In the context of an agreement with the Buyer or the Client Fepatex shall never transfer intellectual property rights to the Buyer or the Client, unless not stipulated otherwise in writing between Fepatex and the Buyer or the Client.
3. If the performance to be delivered by Fepatex (also) consists of the delivery of software then the Buyer or the Client shall only be entitled (but not exclusively) to a user right and the relevant source code shall not be provided or transferred to the Buyer or the Client. Unless expressly stipulated, the Buyer or the Client does not acquire a licence with regard to the software delivered by Fepatex and the Buyer or the Client is not allowed to grant (sub-) licences in respect of software delivered by Fepatex, or made available for use by Fepatex.
4. Fepatex shall not be liable for damages of the Buyer or the Client as a result of an infringement of intellectual property rights of third parties. The Buyer or the Client indemnifies Fepatex against claims of third parties with regard to an infringement of intellectual property rights.

ARTICLE 19 TRANSFER OF RIGHTS

1. The Client or the Buyer cannot transfer or pledge rights or obligations on account of an article of these general terms and conditions or the underlying agreement(s) to third parties, barring prior written consent of Fepatex. This stipulation has effect under property law.
2. Fepatex can transfer or pledge rights and obligations on account of an article of these general terms and conditions or the underlying agreement(s) to third parties. This stipulation has effect under property law.

ARTICLE 20 CONFIDENTIALITY

1. Any and all information supplied to the Buyer or the Client by or in the name of Fepatex (e.g. proposals, designs, images, drawings, and know-how), of any nature and in any form whatsoever, is confidential and shall not be used by the Buyer or the Client for purposes other than for the implementation of an agreement concluded by Fepatex with the Buyer or the Client and this information shall (without prior written consent of Fepatex) not be shared by the Buyer or the Client, be made available to third parties or be disclosed.
2. If the Buyer or the Client acts in violation of the provisions set forth in paragraph 1 then the Buyer or the Client shall (without any notice of default being required) forfeit an immediately claimable penalty of €25,000, in addition to potential compensation claimable from the Buyer or the Client by Fepatex.
3. The Buyer or the Client is held to, on demand of Fepatex and within the period imposed by Fepatex, return or destroy the information as intended in paragraph 1 with evidence of destruction, at the expense of the Buyer or the Client and at the discretion of Fepatex. If the Buyer or the Client does not comply with the said request of Fepatex or not in a timely fashion then the Buyer or the Client forfeits, from the first day after the expiry of the period for return or destruction imposed by Fepatex (without any notice of default being required), an immediately claimable penalty of €1,000 per day and as long as the Buyer or the Client does not proceed with (complete) return or destruction, the latter in addition to potential compensation claimable by Fepatex from the Buyer or the Client.



ARTICLE 21 REMAINING PROVISIONS

1. The Buyer or the Client cannot derive rights from recommendations and information from Fepatex that are not directly related to a Good purchased or to be purchased by the Buyer from Fepatex or a contract awarded or to be awarded to Fepatex by the Client. The Buyer or the Client indemnifies Fepatex against each and every claim of third parties that regards or is related to recommendations, information, drawings, calculations, designs, materials, brands, samples, models, and the like supplied to Fepatex by the Buyer or the Client.
2. The Buyer or the Client is held to, after expiry of the delivery period or completion period, take delivery of the Goods that are (also) part of an agreement concluded with Fepatex at the stipulated location and must enable Fepatex (free of charge) to realise delivery (completion) of the said Goods. Goods not taken delivery of by the Buyer or the Client (or late) are stored by Fepatex at the risk and expense of the Buyer or the Client.

ARTICLE 21 APPLICABLE LAW / CHOICE OF FORUM

1. The Dutch court is applicable to any and all disputes between Fepatex and the Buyer or the Client and vice versa.
2. The Vienna Sales Convention as well as any other international scheme (of which exclusion is permitted) is not applicable to agreements between Fepatex and the Buyer or the Client.
3. The international rules for the interpretation of commercial terms (Incoterms 2000) with supplements of the latest edition of the International Chamber of Commerce (ICC) are applicable to the usual commercial abbreviations.
4. The Dutch court is (exclusively) authorised to take cognisance of disputes between Fepatex and the Buyer or the Client and vice versa.

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