

GENERAL SALES, DELIVERY, AND PAYMENT TERMS OF JALEMA B.V.,
WITH SEAT AND OFFICES IN REUVER, LISTED IN THE TRADE REGISTER IN VENLO (THE
NETHERLANDS) UNDER NUMBER 12059837

ARTICLE 1 - DEFINITIONS AND SCOPE

1. In these terms and conditions is intended by:
Jalema: the limited liability company Jalema B.V., their successor(s) in title and/or the legal entities designated by them.
Client(s): any natural or legal person granting and order to Jalema or to whom Jalema makes an offer, with whom Jalema negotiates on an Agreement or concludes an Agreement.
Order: the delivery of goods and/or services and/or execution of works ordered by the Client.
Agreement: the agreement that is adopted following acceptance of the Order, also including any modification thereof or addition thereto.
2. These terms and conditions are applicable to all (legal) transactions, such as offers, quotations, order confirmations, sales, deliveries of matters, execution of services by Jalema, as well as to all agreements to which Jalema is a party, as well as the agreements flowing therefrom.
3. The application of such terms and conditions as may be applied by the Client, under any title whatsoever, is expressly rejected by Jalema.
4. In case one or several provisions of these terms and conditions were to be void or annulled, this leaves unaffected the legal force of the remaining provisions and Jalema and Client will enter into consultations in order to agree upon the substitution of the void or annulled provision, whereby the purpose and the tenor of the void or annulled provision are observed as much as possible.
5. In case of conflict or incompatibility between the present terms and conditions and what is established in the Agreement, and which these terms and conditions are applicable to, what is established in the Agreement prevails.
6. Derogations from these terms and conditions apply only if and to the extent confirmed by Jalema in writing.
7. Jalema has the right to modify these terms and conditions. The modified terms and conditions will apply to the Agreement between Jalema and Client fourteen (14) days after expiry of the day on which Jalema has provided or made available the modified terms and conditions to Client.

ARTICLE 2 - OFFERS

1. Upon request of an offer or quotation from Jalema by Client, a quotation from Jalema follows. The request for a quotation by Client does not bind Jalema and only represents an invitation to make an offer or quotation.



2. All offers and/or quotations or price statements respectively from Jalema always are non-committal, unless it is expressly evinced otherwise by the offer and/or quotation. If an offer or quotation is accepted by the Client, Jalema has the right to revoke the offer or quotation in writing within five (5) business days after receipt of the acceptance.

ARTICLE 3 - AGREEMENT

1. The Agreement between Jalema and Client is only adopted when Jalema, after having received the acceptance of the offer or quotation, confirms it in writing to Client, or at the moment that Jalema has started with the implementation of the agreement.
2. All additions, modifications, and further arrangements for the agreement exclusively apply if established in writing or if confirmed in writing by Jalema.
3. The samples, including specimen, moulds, pictures, drawings, statements of colours, designs, dimensions, and sample copies that are provided or shown to Client prior to or upon conclusion of the Agreement are only indicative, without what is offered needing to correspond to such.
4. The content of the brochures, catalogues, other printed works, website, etc. used by Jalema, whether or not in digital form, do not bind them, unless this was expressly established in the Agreement, or unless it is referred to in the Agreement. In the latter case, Jalema is never bound by any possible printing and/or typing errors.

ARTICLE 4 – INTELLECTUAL PROPERTY RIGHTS

1. The intellectual property rights to all designs, pictures, technical descriptions, quotations, software drawings, sketches, and models provided by Jalema are expressly reserved by Jalema. These matters remain the inalienable property of Jalema and without the prior written consent of Jalema may not be copied, rendered public, multiplied, or provided to third parties, nor be used in any other manner.
2. The designs, pictures, technical descriptions, quotations, software drawings, sketches, and models referred to in section 1 of this article remain the inalienable property of Jalema and must upon their first request be returned without delay.

ARTICLE 5 - MODIFICATION OF THE ORDER

1. Changes to the original Order, of any nature whatsoever, applied by or on behalf of Client in writing or verbally, resulting in higher costs than those that could be counted on when the offer or quotation or price indication respectively was provided, are charged to the Client in addition.
2. Changes to the implementation of the Order desired by the Client after he has placed the Order still must be communicated by the Client timely and in writing to Jalema and only bind Jalema after these have been confirmed in writing by Jalema in accordance with article 3.2.
3. Changes and/or additions applied may entail that the established delivery time or the completion of the execution of the activities is exceeded by Jalema, which is accepted by the Client.



ARTICLE 6 - PRICES

1. Prices listed in offers and quotations are non-committal. No separate rights can be derived therefrom, at least not without thereby taking into consideration the entire offer and/or quotation as well.
2. Unless established otherwise in writing, all prices are based on the ICC Incoterms® 2020 Ex Works (EXW) and are exclusive of sales tax.
3. The prices submitted by Jalema are based on prices established at the moment of the offer or quotation.
4. If during the time period between the date of the offer or quotation and the date of adoption of the Agreement or respectively between the date of adoption of the Agreement and the date of delivery, changes to the amounts of sales taxes, wages, levies, contributions of any kind whatsoever, imposed by the authorities, occur or an increase otherwise of one or several factors of the price of cost (including, though not limited to, price increases of suppliers and changes to exchange rates), even if such occurs as a result of circumstances that could already be foreseen upon the offer or quotation or on the date of adoption of the Agreement, Jalema has the right to change the established price, with due regard for such legal rules as may exist in the matter, if and to the extent those changes increase their costs.
5. If during the time period falling between the date of the offer or quotation and the date of adoption of the Agreement or respectively between the date of adoption of the Agreement and the date of delivery, an extraordinary increase of the prices of wages or materials occurs, Jalema has the right to change the established price, even if this occurs as a result of a circumstance that could already be foreseen upon the offer or quotation or on the date of adoption of the Agreement. An extraordinary increase of prices pertains in any event if the price of the raw material required for the execution of the Order increases by more than 10% within a single calendar year.
6. If the authority described under article 6.4 or 6.5 is exercised and Jalema wishes to increase the price within three (3) months after conclusion of the Agreement, the Client is authorised to rescind the Agreement to the extent it has not been implemented yet, with due regard for the legal provisions in place for the matter, and against compensation of the costs incurred by Jalema in connection with the Agreement adopted, while Jalema is not obliged under any circumstances in such case to pay any compensation of damages to the Client.
7. In case Jalema exercises the authority described under article 6.4 or 6.5, the Client is authorised – if and to the extent he is a consumer – to cancel the agreement, if the final price as compared to the price stipulated upon conclusion of the agreement is increased by at least 15%.
8. If the offer or the quotation or the Agreement regards matters especially manufactured upon the specifications of the Client, which deviate from the standard product range of Jalema, Jalema has the right to invoice a maximum of 10% more or less than the established price and/or quantity to the Client or respectively to deliver 10% more or less than was stipulated in the offer, quotation, or Agreement.

9. Unless expressly established otherwise, in case of deliveries within the Netherlands with an invoice value above EUR 200.00 (exclusive of sales tax) no shipping and administration costs are billed. In case of deliveries within the Netherlands with an invoice value below € 200 (exclusive of sales tax), EUR 7.50 in shipping and administration costs are billed to the counterparty.
10. All prices are always listed in Euro currency, exclusive of sales tax and exclusive of packaging, unless stated differently in the offer or quotation or established otherwise in writing.

ARTICLE 7 - DELIVERY

1. Delivery in principle occurs in accordance with the ICC Incoterms® 2020 Ex Works (EXW), unless established otherwise expressly and in writing. As from the moment of delivery, the matters are at the expense and risk of Client.
2. If a manner of delivery was established whereby Jalema must take care of the transportation of the matters, Jalema has the right, if regular traffic by water, road, rail, or air is impossible or hampered due to external circumstances, to deliver, in a manner to be determined at their own discretion, in a manner that deviates from the manner agreed upon. Any possible additional costs in case of such a deviating manner of delivery are borne by Client.
3. The delivery of the matters occurs on euro pallets. If and to the extent delivery of the matters in countries within Europe pertains where the exchange of euro pallets is possible or the custom respectively, Jalema has the right to bill a surcharge per euro pallet for the exchange of euro pallets.
4. The delivery terms and times established between Jalema and Client apply by approximation and are not strict deadlines. Jalema has the right to deliver in batches and is entitled to a reasonable compliance term of at least one (1) month, counted from the established delivery time.
5. The overrunning of the delivery terms and/or times, due to any cause whatsoever, does not grant Client the right to rescind the Agreement or not to comply with it, nor to claim compensation of damages, or to suspend implementation, unless the overrunning of terms is attributable to Jalema and after expiry of the reasonable compliance term established pursuant to section 3 of this article of one (1) month, followed by a default notice sent by way of registered mail or by writ, whereby Jalema is granted a reasonable term to carry out the undertaking to deliver.
6. The delivery time is extended by the time that the implementation of the undertaking to deliver is delayed or hampered by (a) circumstance(s) that cannot be attributed to Jalema, as well as if and for as long as Client has not or has not provided any sound shipping instructions to Jalema.
7. Client is obliged to accept in full the matters delivered by Jalema within the established term and at the moment that Jalema offers these matters, failing which, Jalema is at liberty to dispose of the matters at own discretion, without prejudice to the indebtedness of Client regarding the price.

ARTICLE 8 – ASSEMBLY AND ADAPTATION OF MATERIALS

1. Unless established otherwise expressly and in writing, the Client will take care of assembly himself.
2. If Client himself supplies dimensions and/or other information for the installation and/or assembly, any possible inaccuracies in this information that become apparent upon installation and/or assembly are at the risk of the Client.
3. If Jalema is obliged pursuant to the Agreement to install and/or assemble any matter, Client must at own expense take all measures required to enable the sound installation/assembly of the matters on location.
4. Included in the measures required as referred to in section 3 of this article are matters such as the total evacuation and rendering accessible of the place where installation and/or assembly must take place, as well as the availability on location of such facilities as may be required, such as gas, water, electricity, sanitation, and storage capacity for matters not assembled yet, in accordance with the statement by Jalema.
5. If the measures indicated in this article are not, are not timely, or are not adequately taken, costs incurred in addition by Jalema, also including, though not limited to, labour costs can be billed to Client.
6. If materials are provided by or for Client to Jalema that must be processed by Jalema into new matters, up to 5% of these materials will be designated as waste that is lost during processing without Jalema being obliged to compensate or to give credit on the processing price billed by them to Client.
7. Jalema has the right to have the activities referred to in this article carried out by third parties.

ARTICLE 9 - INSPECTION AND COMPLAINTS

1. Buyer is obliged to control the matters upon delivery for visible defects, as well as to inspect them as to size, hue, type, and quantity, all matters to the extent applicable. If Jalema has not received a written notice of rejection from Client within five (5) days after Client has received the matters, the delivery of the matters is deemed to have been approved by Client and Client is deemed to have acknowledged the soundness of those matters, so that any right of Client to appeal to defects of the relevant matters at such time lapses irrevocably.
2. Client is obliged to investigate immediately upon delivery whether the matters delivered by Jalema correspond to the Agreement, which investigation must comprise in any event a check of the correct quantities and kinds (such also on the basis of the delivery slips) and of the condition the matters are in.
3. Complaints must be brought to the knowledge of Jalema in writing and directly, precisely stating the nature and scope of the complaints. The payment obligation of Client is not suspended by submitting a complaint.
4. Complaints regarding defects of the matters that are externally visible and deficiencies must be communicated, no later than within five (5) days after the delivery has been completed, in writing, on pain of any claim of Buyer vis-a-vis Jalema lapsing.

5. Complaints regarding defects that are not externally visible must be communicated no later than within five (5) days after they have been discovered or could reasonably have been discovered, though at the latest within three (3) months after completion of the delivery, in writing, on pain of any claim of Client vis-a-vis Jalema lapsing.
6. Client can only object with legal validity in writing against (the amount of) the invoice within the payment term indicated on that invoice.
7. Jalema is not obliged to take under advisement complaints regarding the delivered matters and/or the invoice that reach them after the term(s) described above in this article. Nor is Jalema obliged to take under advisement complaints regarding delivered matters if Client has adapted or processed the matters and any defects have become apparent afterwards.
8. Minor deviations in quality, dimensions, colours, which fall within the tolerances that are customary in the sector or which are technically unavoidable, do not confer the right to file complaint.
9. Jalema will be given the opportunity with respect to all complaints to control them. If and to the extent in the opinion of Jalema a complaint regarding the matters and/or the invoices was brought forward legitimately, Jalema will at their free option either (1) replace the matters free of charges, or (2) refund the price of the matters completely or in part to Client.
10. Jalema is not obliged to take back matters for crediting. In case Jalema nevertheless is willing to do so, they credit at most the invoice price originally paid, or alternatively the current day price if it is lower.

ARTICLE 10 - PAYMENT

1. Unless established otherwise in writing, Buyer must pay the invoices of Jalema within thirty (30) days after invoice date, without setoffs or suspension being permitted, in the manner indicated by Jalema and in the currency indicated on the invoice.
2. Jalema has the right at all times to demand payment in advance or immediate payment in cash, or the lodging of a security in such form as is approved by Jalema, in which case Client is obliged to comply.
3. If Jalema has agreed with Client that Jalema may apply direct debit, it is not permitted to Client without the prior written consent of Jalema to reverse the payment of the sum collected by Jalema on account of deliveries to Client.
4. The payment term in section 1 of this article or established between parties otherwise in writing is a strict deadline. After expiry of the established payment term, the invoiced amount is instantly exigible. In such case, the Client falls into default legally, without any prior default notice being required. In that case, all claims of Jalema on Buyer on any account whatsoever become instantly exigible and the claim of Jalema is legally increased by delay interest for the amount of 1.5% per month (or a part thereof) on the total sum of the claim. If the statutory commercial interest rate over a certain period were to be higher than said percentage, Jalema has the right to bill the statutory commercial interest rate.



5. All claims of Jalema on Client also become instantly payable when:
 - a. Client does not provide payment in advance or a security after a request to such effect from Jalema as referred to in section 3 of this article;
 - b. an attachment is levied on any component of the assets of Client or an equivalent legal instrument is used in the country of Client;
 - c. the bankruptcy or the suspension of payments or debt restructuring of Client has been filed for or has been pronounced, or an equivalent legal instrument pertains in the country of Client;
 - d. any provision of the law on out-of-court debt settlement ('Wet Homologatie Onderhands Akkoord') is declared applicable or a provision of an equivalent legal instrument pertains in the country of Client;
 - d. Client sells or terminates his business/enterprise completely or in part, or an equivalent legal instrument occurs in the country of Client;
 - e. Client moves his place of establishment or residence abroad or the direct or indirect control within the organisation of Client changes;If one of the circumstances referred to in this section occurs, Client is obliged to immediately inform Jalema accordingly in writing.
6. All (extra-)judicial costs to be incurred in connection with the collection by Jalema of any claim on Client are borne by Client. The extrajudicial costs will be calculated in accordance with the document on the collection of extrajudicial costs 'Rapport Voorwerk II', or rather, in its absence, in accordance with the customary rates established for the purpose by the authorities.
7. Each payment by Client is deemed to be a payment of the oldest still outstanding invoice, regardless of whether it was stated otherwise, expressly or not, by Client upon the payment. The (partial) payments made by Client first serve to be deducted from all arisen costs, subsequently to be deducted from the matured interest, and after to be deducted from the principal sum.

ARTICLE 11 – SUSPENSION, SETOFFS, CANCELLATION, AND RESCISSION

1. If Client does not, does not properly, or does not timely comply with one or several of his obligations, Jalema is authorised to suspend all or some of their obligations, under any title and on any account whatsoever vis-a-vis Client, until Client has fulfilled his obligations in full still.
2. Jalema has the right to set off a claim on Client, regardless of whether it is payable or not, against a debt to Client or a debt to one or several (legal) persons affiliated with Client.
3. The Agreement and the agreements flowing therefrom can be rescinded in writing by Jalema with immediate effect, without judicial intervention being required and without their being obliged to compensate any damage whatsoever in the cases listed in the following:
 - a. Client does not provide for payment in advance or security after a request to such effect from Jalema as referred to in section 3 of this article;
 - b. an attachment is levied on any component of the assets of Client or an equivalent legal instrument is used in the country of Client;
 - c. the bankruptcy or the suspension of payments or the debt restructuring of Client has been filed for or has been pronounced, or an equivalent legal instrument arises in the country of Client;



- d. any provision of the law on out-of-court debt settlement ('Wet Homologatie Onderhands Akkoord') is declared applicable or a provision of an equivalent legal instrument pertains in the country of Client;
 - e. Client sells or terminates his business/enterprise completely or in part, or an equivalent legal instrument occurs in the country of Client;
 - f. Client moves his place of establishment or residence abroad or the direct or indirect control within the organisation of Client changes.
3. If one of the circumstances indicated in section 2 of this article occurs, Client is obliged to immediately inform Jalema accordingly in writing. Jalema furthermore has the right to rescind the Agreement and the agreements flowing therefrom with Client completely or in part, if the Agreement with a supplier or contractor of Jalema for any reason whatsoever is rescinded or is not carried out by Jalema or their supplier or contractor for different reasons. In such case, Jalema is only obliged to compensate or credit the price billed by them to Client, while Client returns what was delivered already.
 4. In case of strikes, fire, the loss of matters during transport, water damage, government measures, delays during shipping abroad, export or import impediments, and all cases of force majeure, to the extent applicable, Jalema has the right to extend the delivery time by the duration of the impediment, or to cancel the sale, to the extent it is affected by the impediment, or to conclude a different agreement with Client, such at the option of Jalema. If an impediment occurs, Jalema will announce upon written request of Client within eight (8) days which option applies.
 5. Only with the written consent of Jalema does Client have the right to cancel the Agreement.
 6. If Client cancels the Order and/or refuses to accept the goods to be delivered, he is obliged to accept and pay the materials and raw material already purchased by Jalema, whether or not processed or adapted, against the price of cost, including wages and social security contributions, and he is furthermore obliged vis-a-vis Jalema to compensate Jalema in full for what they have performed already. In case of cancellation within one (1) month prior to the scheduled execution, Client owes Jalema, by way of indemnification, 35% of the established total price including sales tax. In other cases, Client owes Jalema, by way of indemnification, a compensation of 15% of the total price including sales tax. Client safeguards Jalema against claims by third parties as a result of the cancellation of the order and/or rejection of the goods.
 7. Without prejudice to what is stated in section 6 of this article, Jalema reserves itself all rights to claim full compensation of damages if their damage turns out to be greater than what Jalema is entitled to pursuant to section 6 of this article.



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ARTICLE 12 - FORCE MAJEURE

1. Force majeure pertains if the implementation of the Agreement is prevented entirely or in part, whether or not temporarily, by exceptional circumstances that lie outside the sphere of influence of parties and/or due to circumstances on the part of Jalema, by which must be understood as well, though not solely: war, rioting, acts of violence, natural disasters, strikes, blockades, stoppages in transportation and other transport disruptions, fire, malfunctions, and accidents at the company of Jalema or in the means of transport of Jalema or in the means of transportation of third parties, defects of machines and/or moulds, import and export restrictions, regardless of the nature thereof, excessive illness absenteeism, pandemics, government measures, delays in or the failure of delivery by suppliers to occur, and delays in the processing of products by third parties commissioned by Jalema.
2. Force majeure relieves Jalema of their obligation to deliver or respectively to execute the Order, without Client being able to bring to bear any right to the compensation of damages of any nature whatsoever or whatever they are called.
3. In case of force majeure, the mutual obligations of parties are suspended until those circumstances have been lifted. In case of temporary force majeure, Jalema has the right to extend the delivery term by the time that the situation of force majeure continues. If the force majeure lasts for more than four (4) months, parties have the right to unilaterally rescind the Agreement as regards the part not implemented, by way of a written statement, without being mutually obliged to provide compensation of damages.

ARTICLE 13 – RETENTION OF TITLE AND LIEN

1. The property of all matters delivered and still to be delivered, with the exception of the matters referred to in section 3 of this article, lies with Jalema and is only transferred to Client after the full settlement by Client of everything Jalema has to claim in compensation for matters delivered or still to be delivered by Jalema to Client pursuant to agreement, or activities carried out or to be carried out for the benefit of Client as well pursuant to such an agreement, as well as on account of the falling short in complying with such agreements, from Client. Jalema therefore reserves itself the property of matters delivered by them and still to be delivered by them until have been fully settled with them:
 - a. the performances owed by Client for all matters delivered or to be delivered pursuant to the Agreement(s);
 - b. claims on account of the falling short of Client in complying with such Agreement(s).
2. It is not allowed to Client to invoke a right of retention or an equivalent legal instrument in the country of Client as regards the costs of safeguarding of matters that were provided to Client and that are the property of Jalema and to set off these costs against the performances owed by him.



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3. As regards new matters that are formed exclusively for Client through the processing by Jalema pursuant to Agreement, formed exclusively from matters that belong in property to Client and that have been provided to Jalema by Client for processing, a right of retention lies with Jalema, if and to the extent and for as long as Client has not settled the price of processing.
4. In the context of the processing of matters that belong in property to Client and that have been provided to Jalema by Client for processing, Jalema has the right to dispose of up to five (5) percent of these matters provided to them. With respect to these disposed matters in the afore-intended sense, Jalema does not owe any compensation to Client.
5. If any matter belongs to Jalema pursuant to what is established in section 1 of this article, Client can exclusively dispose of it in the context of his normal business operations.
6. Matters that have been provided to Client and which are the property of Jalema must be properly insured by Client and must be provided with a label and/or sticker of Jalema, unambiguously and clearly evincing their property title. If necessary, Client takes the measures required to such effect.
7. If Client is negligent with respect to the performances as referred to in section 1 of this article or otherwise fails to comply with his obligations from these terms and conditions or the Agreement respectively, or if Jalema has a legitimate fear that Client will not comply with these obligations, Jalema has the right, without default notice, to (let) recover the matters belonging to them in property themselves, at the expense of Client, from the place where they are located at such time. Client presently already grants Jalema an irrevocable authorisation to such effect to (let) enter the areas in use at or for Client.
8. All matters in the possession of Client that are matters deriving from Jalema are always deemed to be the same as those indicated on unpaid invoices, to the extent at least the quantity of matters in his possession as to type and composition do not exceed the quantities indicated on the unpaid invoices.
9. Client is obliged upon first request of Jalema to collaborate with the establishment of a non-possessory pledge on all matters delivered by Jalema, the property of which was transferred to Client and/or for the establishment of a lien on the rights of claim that Client acquires or will acquire in the context of his regular business operations vis-a-vis his purchasers, or Client will at least be obliged to provide some other form of security, as a security for compliance by Client with everything that Jalema still has to claim from him, without prejudice to the right of Client to resell these matters and deliver them to his buyers upon the normal exercise of his business.
10. If and for as long as the delivered matters are subject to a non-possessory pledge, or the property thereof is reserved by Jalema, it is not permitted to Client to dispose of these matters or to establish any limited right in rem thereupon or an equivalent legal instrument in the country of Client, otherwise than upon the normal exercise of his business. In said cases, Client commits himself to use or respectively keep the matters under his control as a responsible caretaker.



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ARTICLE 14 - LIABILITY AND INDEMNIFICATION

1. Jalema is not liable for the damage that may arise as a direct or indirect consequence of:
 - a. force majeure, as described in article 12;
 - b. actions or omissions of Client, his subordinates, or other persons who have been deployed by him or on his account;
 - c. defects of the matters belonging in property to Client and that have been provided to Jalema for processing;
 - d. shortcomings of Client in the maintenance of the matters delivered by Jalema;
 - e. damage to the matters delivered by Jalema as a result of mechanical and chemical or biological impact from the outside;
 - f. normal wear of the matters delivered by Jalema as a result of daily usage.
2. Jalema is exclusively liable for direct damage incurred by Client as a result of an attributable shortcoming in complying with the agreement by Jalema, as well as for the damage for which Jalema is liable on grounds of the law, custom, or commonly held opinion. By direct damage is exclusively intended the reasonable costs to determine the cause and scope of the damage, the reasonable costs to render the defective performance of Jalema compliant with the Agreement, as well as the reasonable costs to prevent or mitigate the damage.
3. Jalema is never liable for indirect damage, by which is intended, though not solely: lost profit, losses incurred, missed savings, damage due to operational stagnation, aesthetic damage, loss of reputation, and all other consequential damage.
4. The compensation of direct damage caused by Jalema never exceeds the invoice amount that regards the delivery/deliveries or service(s) from which the damage has resulted, or at least that is involved in the Order, unless the liability insurance of Jalema disburses a bigger sum.
5. The limitations of liability stipulated in section 2 and section 3 of this article do not apply if the damage can be attributed to the wilful intent or gross fault of Jalema.
6. To the extent it is not expressly established otherwise in these terms and conditions, any claim and power of Client on any account whatsoever vis-a-vis Jalema in connection with the execution of the Order, lapses in any event one (1) year after the moment on which Client became aware or could reasonably have been aware of the existence of such claim and power.
7. Client safeguards Jalema against all claims by third parties for the compensation of damage or claims otherwise that are related directly or indirectly to the implementation of the Agreement and the cause of which is attributable to others than Jalema.
8. If Jalema were to be addressed by the third parties referred to by section 7 of this article, Client is obliged to assist Jalema both judicially and extrajudicially and to do all those matters without delay that may be expected of him in such case.



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ARTICLE 15 - CONDITIONS SOFTWARE AND THE ELECTRONIC PROVISION OF SERVICES

1. In these terms and conditions is intended by software: computer programs and the associated documentation for which Jalema grants a license to Client. By the electronic provision of services is intended the provision by Jalema to the Client of a license for facilities and functionalities in order to store, peruse and/or process messages, information and/or data via electronic means of communication.
2. Unless expressly established otherwise in writing, Jalema grants Client solely a non-exclusive and non-transferable license to use the software and the electronic provision of services within the own company of Client. The non-exclusive license ends immediately and legally when:
 - a. the bankruptcy or the suspension of payments or the debt restructuring of Client has been filed for or pronounced or an equivalent legal instrument pertains in the country of Client;
 - b. any provision of the law on out-of-court debt settlement ('Wet Homologatie Onderhands Akkoord') is declared applicable or a provision of an equivalent legal instrument pertains in the country of Client;
 - c. Client sells or terminates his business/enterprise completely or in part or an equivalent legal instrument occurs in the country of Client;
 - d. Client moves his place of establishment or residence abroad or the direct or indirect control within the organisation of Client changes.
3. It is prohibited to Client without the prior written consent of Jalema to copy, alter, modify, or make available to third parties and/or give in use the software and/or the associated source code, barring to the extent this is permitted pursuant to the law.
4. Unless expressly established otherwise in writing, Jalema is not obliged to provide the source code of the software to Client.
5. If an acceptance procedure has been established by Jalema with Client, Client must inform Jalema within fourteen (14) days after the start of the acceptance procedure regarding any possible shortcomings that may pertain, failing which the delivered software will be deemed accepted. In case no acceptance procedure has been agreed upon, Client has the obligation to investigate upon the delivery of the software or the electronic provision of services whether the software or the electronic provision of services correspond to the Agreement. Any possible shortcomings must be communicated by Client to Jalema in writing within fourteen (14) days after delivery of the software or the electronic provision of services, failing which the delivered software or the electronic provision of services will be deemed accepted.
6. If the maintenance of the software has been agreed upon with Client, Jalema will to the best of their abilities try to restore defects communicated to them in writing. Client is responsible himself at all times for keeping available a maximum of one (1) recent backup copy of the software and data. Jalema will in the context of the service agreement modify technical improvements of the software against the established rates. In case of the delivery of a new version of the delivered software, any maintenance obligation regarding the old version lapses.

7. All intellectual property rights that are related to the Agreement, also including, though not limited to, the copyrights and patent rights with respect to all software, the electronic provision of services and other works and/or creations developed for Client or provided to Client, fall exclusively (or will fall exclusively) to Jalema (or their licensor).
8. Without prejudice to what is established in article 14, Jalema is not liable for damage flowing from or related to the use of software or the electronic provision of services, such as damage that is the result of the loss or damaging of data, transmission errors, damage as a result of malfunctions of availability, reachability, response times, as well as damage as a consequence of necessary maintenance activities, security incidents and/or shortcomings in the interoperability of software or hardware.

ARTICLE 16 - LIMITATION PERIOD

A legal claim of Client must be filed within eighteen (18) months after the legal claim has arisen and Client became aware of it or could reasonably have become aware of it, without prejudice to the possibility of earlier lapsing or the lapsing in accordance with the law.

ARTICLE 17 - APPLICABLE LAW, LANGUAGE, AND JURISDICTION

1. These terms and conditions and all agreements, invoices, and other documents that are subject to these terms and conditions are governed by Netherlands Law and are deemed to have been accepted or concluded respectively in the Netherlands. The applicability of the United Nations Convention regarding the international Sale of Movable Goods (Vienna Commercial Convention) is expressly excluded.
2. Exclusively the Netherlands court of law has the jurisdiction to hear disputes that have arisen between parties. Any possible disputes between Jalema and Client will be settled by the court of law of Limburg, place of session Roermond, without prejudice to the exclusive authority of Jalema to address the court in the district where Client resides or is established, all matters with due regard for the rules of absolute jurisdiction.
3. These terms and conditions are published both in the Dutch, English, German, and French language. In case of any possible differences in interpretation between these versions, the Dutch version is decisive and binding between parties at all times.