

technom

**general terms and conditions
of sale and rental**

general

article 1: definitions

The following definitions apply in agreements entered into with Technom:

1. Technom Tools:
Technom Tools BV, with its registered office and principal place of business in Zeist, as well as its affiliated legal entities.
2. Technom Products:
Technom Products BV, with its registered office and principal place of business in Zeist, as well as its affiliated legal entities.
3. Customer:
Any person/legal entity - as well as its representative(s), agent(s), successor(s) in title and heir(s) - that has concluded or wishes to conclude an agreement with Technom.
4. Technom Tools, Technom Products and the Customer are hereinafter also jointly referred to as the Parties.

article 2: applicability

1. Unless specifically arranged otherwise in the agreement concerned, these terms and conditions apply in full to all agreements between the Parties, the agreements arising from or connected with those agreements and to all undertakings to which these give rise.
2. The applicability of the Customer's general terms and conditions or other terms and conditions is specifically rejected and excluded unless Technom specifically agrees in writing in the agreement concerned to the said conditions or parts thereof.
3. In the event of any provision of these terms and conditions lacking validity for any reason whatsoever, the rest of the agreement and these terms and conditions will continue to apply in full and the Parties will make other arrangements in consultation to replace the invalid provision while as far as possible maintaining the purpose of the provision concerned.
4. No rights may be derived in any manner whatsoever from the heading/subheadings used in these terms and conditions. The headings/subheadings do not affect the content and applicability of each article/sub article as used in these terms and conditions.
5. The event of Technom not requiring strict compliance with these terms and conditions, immediately or otherwise, in a given situation or case will in no way mean that the provisions do not apply or that Technom has waived or lost the right to require prompt compliance with these terms and conditions at a later date or in other cases.
6. Once Technom and the Customer have entered into a contract on the basis of these terms and conditions, the terms and conditions will apply automatically to any future agreements between the Parties.
7. The use of the pronoun "he" in these terms and conditions may also be read as "she" where applicable and vice versa.

article 3: offers/formation of agreements

1. Any offers made in whatever form by Technom are entirely without engagement and may be revoked at any time, even if they include an acceptance period. Unless indicated otherwise the price stated in an offer is always exclusive of VAT.
2. Offers or changes to offers only become valid for Technom if Technom has issued them in writing. Offers may be revoked up to five days after Technom has received the Customer's acceptance. In that case no agreement will come about between the Parties.
3. Unless Technom has stated otherwise, offers will automatically cease to apply if the Customer fails to respond to them in writing within 30 days of the offer date.
4. Unless specifically stated otherwise, offers made by Technom do not include any additional services, such as assembly or installation.
5. Offers concerning deliveries from stock are always made subject to sufficient stock being available, in connection with sales or rentals in the interim period.
6. An agreement of any description only comes about after it has been specifically accepted by Technom. The aforementioned specific acceptance will be apparent from the written confirmation by Technom, or from the fact that Technom implements the agreement within 14 days. The obligations of Technom never go beyond those it has confirmed in writing.
7. Additional arrangements or changes concerning the agreement which has been concluded will only be binding for Technom if they are confirmed in writing by Technom within a period of 14 days.
8. In respect of agreements for which no tender/offer is issued concerning the nature and scope of the order, the issued invoice will be deemed to represent the agreement accurately and completely.
9. Before the agreement's further performance Technom will be entitled to obtain security for fulfilment of the Customer's payment obligations and other obligations. This provision likewise applies if credit is arranged.
10. If deemed necessary or advisable for the performance of the issued order Technom will be authorised to engage third parties for the agreement's performance, the costs of which will be charged to the Customer in accordance with the quotation.
11. If the agreement includes a user manual for the supplied or rented product, by signing the agreement the Customer will be deemed to have received the user manual by no later than upon delivery of the supplied/rented product.

article 4: product availability

1. The availability of the products can only be confirmed after receipt of a written order from the Customer.
2. The availability of the products may change in the period between the offer and the order. The Customer cannot derive any rights from this.
3. In the event of wishing to work on the basis of a release note or delivery on call, the Customer will be responsible and liable for issuing them promptly, taking into account any clauses concerning the delivery periods adopted by Technom. Technom will accept no liability whatsoever in the event of the Customer's late issue of a release note or late call for the delivery of an order, if this results in the delivery period being put at risk or exceeded.

article 5: sampling and information

1. Any model, sample or example provided by Technom only serves as an indication; the properties of the products to be delivered may differ from those of the sample, model or example, unless specifically stated that the products delivered will conform identically with the sample, model or example shown or provided.
2. Any descriptions or illustrations Technom uses to inform the Customer about the products to be offered, including advertisements and price lists, only provide a general impression of the products. The aforementioned information does not form part of the agreement between the Parties and the Customer cannot derive any rights from it.

article 6: delivery

1. Unless agreed otherwise in writing, deliveries by Technom both inside and outside the Netherlands are ex-warehouse.
2. The goods scheduled for delivery by Technom will be deemed to have been delivered when Technom informs the Customer that the goods are ready for delivery or transport and/or have been set aside.
3. If the Customer or a representative of the Customer is unable to take receipt of the delivered products, delays the process of taking receipt of the delivery, or fails to provide Technom with proper notice of such a case, Technom will put the products into storage at the Customer's expense and risk. In such cases, Technom reserves the right to charge the Customer the costs incurred as a result of this. Moreover, in such cases Technom may terminate the agreement extrajudicially or resell the goods, without affecting its right to claim full compensation from the Customer.

4. Products are always stored and transported at the Customer's expense and risk. All risks relating to goods to be delivered by Technom are transferred to the Customer at the time the products are ready for delivery or transport.
5. Any additional costs Technom has to incur as a result of delivery delays for which it cannot be blamed will be payable by the Customer.
6. Technom reserves the right to deliver purchased products in consignments, in which case any such deliveries will be deemed to have been made pursuant to separate sub agreements. In such cases Technom will be entitled to issue a separate invoice for each consignment.
7. Technom states delivery periods to the best of its knowledge based on the information available at the time the agreement is concluded; however, a stated or agreed delivery period can never be deemed to be a strict deadline unless the Parties have specifically agreed otherwise. In the event of late delivery the Customer must serve written notice of default on Technom. Except if and insofar as a specific strict deadline has been agreed, Technom will not be bound by, or liable for, delivery periods which are not achieved/cannot be achieved. Technom will also not be liable for any resulting loss, unless the reason for failing to comply with the delivery period was the result of an intentional act or gross negligence by Technom.

article 7: transport

1. At the Customer's request Technom can arrange for the delivery of the products. Technom will charge the Customer the full costs arising from this. If Technom arranges the transport and the Customer issues no further instructions on the means of transport, the shipment, packaging and so forth, Technom will determine those matters as a good contractor.
2. The product will be transported entirely at the Customer's risk. Even if delivery carriage paid is arranged, the Customer will be liable for any loss connected with transport. The Customer must take out proper insurance against any such risk.
3. Specific transport/shipment requirements of the Customer will only be met subject to agreement that the associated additional costs will be borne by the Customer.
4. An additional fee will be charged for delivery and/or collection in the weekend and/or on public holidays.
5. Technom will be entitled to charge a fee for packaging materials, which will be stated on the invoice.

article 8: **complaints**

1. The Customer must notify Technom in writing of any complaints concerning the products within 24 hours of receiving them and substantiated with a detailed statement of the nature and basis of the complaints, in the absence of which any right of recovery will cease to apply.
2. In the event of submitting a complaint the Customer is obliged to leave the product in its original condition until Technom has investigated the complaint.
3. Technom will only process complaints concerning services/additional services if and insofar as it has been notified of them immediately in writing.
4. Complaints concerning a particular delivery will not defer the Customer's payment obligation in respect of that delivery and other deliveries or give the Customer right of setoff. If it has been agreed that the Customer will inspect or arrange for the inspection of the Technom product and the Customer has not exercised that right within eight days of being given the opportunity by or on behalf of Technom, the Customer will be deemed to have accepted the product within that period, or, as the case may be, immediately after expiry of the relevant maximum period agreed on for the inspection between the Parties.
5. The Customer is not permitted to make changes to the product or carry out work on it without obtaining the prior written consent of Technom.
6. In the event of the aforementioned periods expiring or the Customer acting in breach of the above stipulation, all rights to lodge a complaint and/or any form of liability of Technom will cease to apply.
7. If well-founded complaints are submitted in good time Technom will, as it sees fit, still perform the agreed activities or repair, replace or issue credit for the products.

article 9: **prices**

1. Unless agreed otherwise in writing in the relevant agreement, the prices stated by Technom are exclusive of VAT and exclusive of transport/shipping costs, customs duties, clearance charges, packaging costs, shipping charges, insurance costs, and, if the conditions in the case of a release note have been met but delivery has not been taken receipt of in good time, storage costs, as well as other costs.
2. The prices adopted by Technom are confirmed by means of the order confirmation and are based on the price-determining factors known at the time the agreement was concluded.
3. Every three months Technom will be entitled to adjust the price in line with changes which occur in price-determining factors, such as in raw material costs, wages and exchange rates.

4. Moreover, Technom will be entitled to charge the Customer a mark-up on the aforementioned prices by on-charging all the additional costs, duties, expenses and taxes not calculated in the prices which it incurs or is charged in connection with the import, production, performance of the activities, processing, loading, shipping, unloading or delivery, insofar as those additional costs, duties, expenses and taxes were not known to Technom at the time of concluding the agreement and during the agreement's normal performance. If a price increase is more than 10% (ten percent), the Customer will be entitled to terminate the agreement.
5. In the event of the Parties also having agreed on services, Technom will be entitled to charge the Customer any costs in excess of the agreed price which are connected with demonstrable additional or heavier work than was foreseen or a delay in the work's performance for which Technom is not to blame.
6. If the Customer requests delivery within twelve hours of the request being submitted, Technom will charge the Customer an additional express rate, which will be stated in the agreement or on the invoice.
7. If the Parties agree on a discount, of any kind under whatever name, on the prices referred to in this article, Technom will always be entitled to withdraw or change the discount without taking into account a period of notice. The same applies mutatis mutandis to any agreed sales bonuses.

article 10: payments

1. Unless specifically agreed otherwise in writing, payments must be made by depositing or transferring the amount due, without reduction, setoff or claiming suspension, into a bank account indicated by Technom. Payment must be made within 30 days of the invoice date. The value date indicated on the bank statements of Technom is determining and is therefore deemed to be the payment date.
2. Unless otherwise agreed, payment must be made in euros.
3. Any payment discount agreed by the Parties will cease to apply if the Customer's previous bills have not been paid on time according to the agreed due date.
4. If Technom supplies the Customer against invoice, the Customer is bound by the accounting entries of Technom, in the sense that subject to providing proof to the contrary the Customer will recognise the accounting entries as correct.
5. Each payment serves first as payment of due costs, penalties and interest (in that order) and subsequently as payment to reduce outstanding principal sums, with older debts taking precedence over new debts, even if the Customer states that the payment concerns a later invoice.
6. If the Customer fails to make a given payment to Technom, Technom will be entitled to suspend the further performance of the agreement and any other current agreements or to cancel them insofar as they have not yet been performed, without affecting the right of Technom to claim compensation.

7. If the order is issued by more than one Customer, all those Customers will be jointly and severally liable for fulfilment of the obligations as set out in the agreement and more specifically in this article, regardless of the name on the invoice.
8. The amount owed by the Customer will in any case become immediately due and payable, without any warning or notice of default being required, if payment of the agreed amount has not been made promptly by the due date; if the Customer has become insolvent, assigns its assets, requests a moratorium or an application is submitted for the Customer to be placed under legal restraint; in the event of attachment of all or any part of the Customer's property or accounts receivable; if the Customer dies, is placed under legal restraint, goes into liquidation or is dissolved; if the Customer fails to meet any conditions under law or these terms and conditions; if the Customer suspends or transfers business operations or a substantial part of them, which also includes the use of the Customer's business as a contribution in a company being formed or an existing company, or a change in the object of the Customer's company. This applies without detriment to the right of Technom to compensation for costs, losses and interest payments.
9. In the event of failing to meet a payment obligation on time the Customer will be in default by operation of law and Technom will be entitled to charge 1% interest per month or part of a month on the purchase price and costs from the due date, or, if higher, interest equal to the statutory default interest rate, as referred to in Section 119a in conjunction with 120 of the Dutch Civil Code. In that case, the Customer will also be obliged to pay compensation for all the extrajudicial costs incurred by Technom to collect outstanding accounts receivable and subject to a minimum of 15% of the outstanding amount.
10. If the Customer is in default, Technom will be entitled to terminate the order without judicial intervention being required. In that case the Customer will be liable for the losses suffered by Technom, comprising amongst other things loss of profits, the costs of transport and packaging and the cost of serving notice of default.

rental

article 11: general

Articles 12 to 17 apply together with the general terms, conditions and provisions set out above and those set out below after article 17. In the event of any of the articles from 12 to 17 being in conflict with the other provisions of these general terms and conditions, articles 12 to 17 will prevail where the rental of products or goods is concerned.

article 12: rental duration

1. Rental commences on the date of delivery to the address stated by the Customer and ends on - and inclusive of - the day on which the returned products are received by Technom, taking into account the predetermined minimum rental period.
2. Saturdays and Sundays are regarded as working days and as such the Customer is charged for them as rental days.

article 13: obligations of the customer

1. The Customer and the Customer's personnel, auxiliary persons and/or other persons who operate or work with the product on the instructions or under the responsibility of the Customer must be familiar with the user instructions and/or other user guides which accompany or are attached to the product and must act in accordance with them. The Customer also guarantees that all persons who operate or use the product are competent to operate and/or use it and have the relevant diplomas, certificates, etc., as required by law or otherwise.
2. The Customer is obliged to return the product upon expiry of the rental period, even if the rental period's agreed expiry date is indicative.
3. In the event of discovering that the product has not been returned to Technom or signed out at the end of the agreed rental period, Technom will still give the Customer the opportunity to return it or report its theft. In that case, the rental period will end upon the product's return or will be signed out in the prescribed manner. In the event of failing to return the product by the end of the stipulated period or to report its theft, the Customer will be in default. In that case the Customer will also owe Technom the new-for-old value of the unreturned good/goods, in addition to the rental.
4. The Customer must return the product at the agreed time and in the agreed manner.
5. The Customer must return the product to Technom on the agreed date, at the agreed time and in the condition the product was received at the start of the rental period. The Customer must return the goods in a clean condition and in the same manner as they were received, namely sorted and packed in the right crates/packaging, etc. Additional working hours on account of unsorted/inadequately sorted or cleaned goods will be charged.

6. The Customer undertakes to pay all duties, taxes and penalties arising from the product's use by the Customer or third parties.
7. If applicable, Customers must ensure at their own expense that they have the required permits and approvals in good time before the product's delivery.
8. The Customer undertakes to grant Technom access to the product at any time, to reject third-party claims to the product and to indemnify Technom in respect of this.
9. To prevent theft, the Customer is obliged to take preventive measures, such as, but not exclusively: to use the product's locks properly, whether supplied or otherwise, to lock up and store the product out of sight of third parties and so forth.
10. The Customer is obliged to perform the day-to-day maintenance on the product. In the absence of the required expertise for this, the Customer must call in at its own expense assistance from Technom. The Customer is not permitted to carry out repairs on the product. Unless otherwise agreed, in the case of a rental period of such a length that Technom is required to perform maintenance on the product, the Customer will owe Technom the maintenance costs. The Customer will continue to owe Technom the rental during the period in which maintenance is performed.
11. Any operating personnel will perform their work under the Customer's responsibility. The Customer will indemnify Technom and the operating personnel against any liability, except in the case of an intentional act or gross negligence.

article 14: invoicing

1. Technom will invoice the Customer upon termination of the order or once every two weeks of the rental period, or in the case of a shorter period, always after the end/early termination of the agreed rental period.

article 15: risk

1. The Customer will be fully liable for any damage to, and the theft or loss of, the products and/or accessories. The costs arising from this will be passed on to the Customer.
2. Technom will inspect products upon their return. If this leads to Technom identifying defects and/or damage, the costs of repair/replacement will be passed on to the Customer by means of a separate invoice. Technom will always notify the Customer of this within 14 days of any such identification.
3. In the event of failing to return the products in the original packaging, the Customer will be charged for the cost of each item of missing/unusable packaging.

4. The Customer must clean the products before they are returned to Technom.
 - a. If the Customer returns the products to Technom without cleaning them, Technom will return the uncleaned products to the Customer.
 - b. The rental period will be extended until the date on which Technom receives the returned products in a clean condition.
 - c. Technom will charge the Customer for any additional transport costs.
 - d. If Technom cleans the products at the Customer's request, the Customer will be charged for the resulting costs.
5. The Customer undertakes to use and maintain the products with due care. Any costs arising from the Customer's failure to comply with this will be recovered from the Customer.
6. In addition to the agreed rental amount owed, the Customer will be charged the new-for-old value for products which are lost at the Customer's or returned in an irreparably damaged condition to Technom.
7. Technom reserves the right to terminate the agreement in the event of the Customer's incompetent use of the products.

article 16: subrental or transfer of rights

1. Without the prior written consent of Technom, which may be subject to conditions, the Customer will not be authorised to provide the products on a rental/subrental basis.
2. Without the prior written consent of Technom, the Customer will not be authorised to transfer its rights and obligations arising from the agreement/rental agreement to a third party.

article 17: cancellation

1. If the Customer cancels or defers an order which has already been placed, Technom must be compensated as follows:
 - a. 1 (one) day's rental and order costs in the event of cancellation 24 hours before commencement of the rental period;
 - b. 35% of the rental in the event of cancellation of the order when a predetermined amount or period applies.

general

article 18: force majeure

1. Force majeure on the side of Technom will be deemed to apply if, after entering into the agreement, Technom is prevented from fulfilling the obligations arising from the order concerned, or making the preparations for it, on account of war, risk of war, civil war, riots, wilful damage, fire, water damage, flooding, strikes, office/factory sit-ins, lockouts, import and export barriers, government measures, defective machinery, energy supply interruptions, all regardless of whether these occur at Technom or at third parties from which Technom has to obtain all or any of the required materials or commodities, or during storage or transport, whether under the management of Technom or otherwise, and, furthermore, on account of any other causes arising through no fault of Technom or which are beyond the control of Technom.
2. The obligations of Technom will be suspended during a case of force majeure. If the case of force majeure delays the delivery by more than two months, the agreement may be terminated or cancelled by Technom or the Customer, in that case without any obligation to pay compensation for losses.
3. In the event of force majeure commencing once the order has been partially executed and delaying the rest of the delivery by more than two months, the Customer will be entitled to either keep the products which made up the partial delivery and pay the purchase price and costs owed for them, or to regard the order as terminated, also in respect of the partial delivery, subject to the partial delivery being returned to Technom at the Customer's expense and risk, provided that the Customer is able to demonstrate that it can no longer make any effective use of the products which made up the partial delivery owing to the failure to deliver the remaining products.

article 19: retention of title

1. Technom continues to be the owner of any products it delivers to the Customer or places at the Customer's disposal until all of the following obligations arising from all agreements concluded with Technom have been met:
 - Payment of the consideration(s) concerning the actual product which has been or will be supplied;
 - Payment of the consideration(s) concerning the services which have been or will be provided by Technom pursuant to the agreement(s);
 - Payment of any receivables on account of the Customer's failure to perform any agreement(s).
2. Technom will not lose ownership of products if and/or because the Customer processes or modifies the products received from Technom. The Customer will in any case automatically keep the said products for Technom.
3. If, notwithstanding the stipulation of the preceding paragraph, Technom nevertheless loses ownership of the goods for any reason, the Customer will, upon being requested by Technom, provide all necessary cooperation to establish on the products concerned a right of pledge, non-possessory or otherwise, on behalf of Technom.

4. Notwithstanding the stipulation of the first paragraph, the Customer is entitled to sell the products it receives from Technom, but only within the scope of its normal business operations. However, this applies on condition that the Customer has provided its counterparty with timely notification in writing of the content of this article prior to the establishment of any purchase agreement. Technom will always be entitled to require the Customer to establish on behalf of Technom a non-possessory right of pledge on the goods concerned, before the Customer sells them and delivers them/hands them over. Once Technom has notified the Customer of this requirement, the entitlement referred to in the first sentence of this paragraph will automatically cease to apply.
5. If the Customer fails to fulfil accurately and in good time any of its obligations to Technom arising from the agreement, including these general terms and conditions, the entitlement referred to in the preceding paragraph will automatically cease to apply. This entitlement will be restored if the Customer subsequently fulfils its overdue obligations.
6. If the Customer fails to meet its obligations or there are grounds for believing it will not meet them, Technom will be entitled to remove from the premises of the Customer or third parties the delivered products covered by the retention of title referred to in the first paragraph of this article, or to arrange for their removal. The Customer will be obliged to cooperate fully to this end, subject to a penalty of 15% of the invoice amount it owes for each day or part of a day that the failure continues.
7. If third parties wish to establish or apply any right in respect of the goods delivered under retention of title, the Customer will be obliged to notify Technom to that effect as soon as can be reasonably expected.
8. Immediately upon being requested by Technom, the Customer will be obliged:
 - To insure and maintain the insurance of the products delivered under retention of title against damage caused by fire, explosion and water as well as against theft and to enable Technom to examine the insurance policy and to pledge to Technom, in accordance with Book 3, Section 239 of the Dutch Civil Code, all the Customer's claims against insurers in respect of the products delivered under retention of title;
 - To pledge to Technom, in accordance with Book 3, Section 239 of the Dutch Civil Code the receivables acquired by the Customer from its Customers upon reselling the products delivered under retention of title;
 - To provide immediately the names and addresses of all third parties to which the Customer has supplied the products delivered by Technom under retention of title, as well as details of the rights the Customer has acquired with respect to those third parties in connection with that supply.
9. Following a demand, in the event of still failing to provide the cooperation referred to in the aforementioned paragraph, the Customer will incur an immediately due and payable penalty of 25% of the outstanding receivable, as well as an immediately due and payable penalty of 5% of the outstanding receivable for each subsequent day the Customer's failure continues, without detriment to the right of Technom to also demand performance.

10. The Customer will never be entitled to encumber in any way the goods delivered under retention of title or to supply them on loan, for consumption or otherwise, and/or to transfer them.

article 20: industrial and intellectual property rights

1. All designs, images, working drawings, models, computer programs, etc., produced by or on behalf of Technom, as well as the related industrial and intellectual property rights will continue to belong to or will become the property of Technom, even if the Customer was charged for their production. Technom will be deemed to be the designer in every case.
2. The Customer is not permitted to make full or partial copies of received designs, images, working drawings, models, computer programs, descriptions, user manuals and so forth without the consent of Technom, to give third parties disposal or right of inspection of any such items or copies of them, or to inform third parties of their content. In the event of acting in breach of the provisions concerning this matter the Customer will incur for each breach a penalty of € 50,000 payable to Technom. Furthermore, the Customer will be obliged to return the items to Technom immediately upon being requested to do so by Technom, subject to a penalty of € 5,000 per day, likewise payable to Technom.
3. The Customer is aware that patents are also used in the production of the product. The Customer will refrain from all acts that constitute an infringement of any patents held by Technom or its subcontractors. It will also impose this obligation on its customers. Moreover, the Customer will inform Technom immediately and in detail upon becoming aware in whatever manner of any form of breach of any patents held by Technom or its subcontractors. Furthermore, the Customer will indemnify Technom against claims arising from any breach of the aforementioned patent rights and will compensate Technom for any loss resulting from such a breach. In the event of a breach/suspected breach, Technom will be automatically entitled to suspend or terminate the agreement's performance.

article 21: liability and indemnification

1. The liability of Technom for defects in the supplied products and in connection with additional services is limited to the invoice amount, subject to a maximum amount of € 5,000,000 per incident. This limitation does not apply if the loss is attributable to an intentional act or gross negligence on the part of Technom or its managerial staff.
2. A loss only qualifies for compensation if Technom is insured against it or in fairness ought to have been insured in view of practices in the sector. Furthermore, the following limitations must be taken into account:
 - Consequential damage, trading losses, damage to image, losses on account of recalls, lost savings and lost profits, whatever the cause, do not qualify for compensation. If required the Customer should take out insurance against any such loss/damage;
 - Technom is not liable for loss/damage of any kind to property (including immovable property) or persons, either of the Client or of third parties which occurs during the agreement's performance.
3. Notwithstanding the above, Technom will in any case never be liable:
 - a. on account of a failure to deliver or deliver on time;
 - b. for advice, data in folders, catalogues, advertising material and so forth which have been provided;
 - c. in the case of non-attributable failures (force majeure), as referred to in article 18, if the Customer or a third party uses the product for purposes other than those for which it is suitable or intended, overloads the supplied product or otherwise uses it incompetently;
 - d. for loss/damage caused by an intentional act or gross negligence by auxiliary persons who are not part of the Technom organisation.
4. From the time the products are delivered to the Customer, Technom will be indemnified by the Customer against any third-party claims, including for the payment of compensation, regardless of whether the loss arose as a result of the product's composition and/or manufacturing faults or any other cause.
5. All claims against Technom will cease to apply merely by virtue of the expiry of a 12-month period after the claim arose, unless relevant legal proceedings have been brought before then against Technom.
6. The Customer will indemnify Technom against any rights of third parties that suffer losses in connection with the agreement/performance of the agreement between Technom and the Customer or that assert rights or claim other rights.

article 22: cancellation

1. If the Customer cancels or defers an order which has already been placed, Technom must be compensated as follows:
The Customer must pay the full price of customised products and/or services and products obtained from third parties (see also article 3) which cannot be returned free of charge. In all other cases, in the event of cancellation the Customer will always owe Technom 35% of the order price (inclusive of VAT).

article 23: termination

1. If the Customer substantially fails in the performance of the agreement concluded between the Parties by failing to fulfil properly and on time any of its obligations arising from the agreement or any other agreement(s) arising from it, and in the case of attachment being levied against the Customer, if that attachment will not have been lifted within one month of the date it was levied, as well as in the case of insolvency or a moratorium, and in the case of closure, liquidation, dissolution, discontinuation, a takeover or a similar situation affecting the Customer's business, the Customer will be in default by operation of law and Technom will be entitled, without notice of default or legal intervention being required, to terminate all or part of the agreement with immediate effect by notifying the Customer in writing. This applies without detriment to any further rights of Technom, including its right to full compensation.
2. The parties' existing debts to each other will become immediately due and payable by virtue of the termination. The Customer will be liable for the loss suffered by Technom, comprising amongst other things loss of profits and the costs of any transport and packaging.

article 24: final stipulation

Any disputes concerning or arising from the agreement between the Parties are subject exclusively to Dutch law. The United Nations Convention on Contracts for the International Sale of Goods (CISG), concluded in Vienna on 11 April 1980 does not apply. Any disputes which may arise, under whatever name, will be brought before the competent court in the district of Utrecht, unless mandatory statutory provisions stipulate otherwise.

