

Fender Innovations B.V.

General Terms and Conditions of Sale

Article 1. Definitions

- 1.1. For the purposes of these General Terms and Conditions of Sale, the terms below will be defined as follows unless expressly stated otherwise or unless a different definition follows from the context:
 - a. Fender Innovations: Fender Innovations B.V., a private limited liability company having its registered office in Wieringerwerf, the Netherlands, and offices at Westrak 240 in (NL-1771 SV) Wieringerwerf, registered with the Dutch Chamber of Commerce under the number 58237089;
 - b. Client: the (proposed) counterparty of Fender Innovations;
 - c. Agreement: the, or an, agreement concluded between Fender Innovations and the Client; and
 - d. Conditions: these General Terms and Conditions;

Article 2. General

- 2.1. These Conditions apply to all quotations, offers, and Agreements regarding the supply of goods, services and/or the creation of a work by Fender Innovations and to every legal relationship, pre-contractual or otherwise, between Fender Innovations and the Client. They also apply to any supplementary or subsequent Agreements.
- 2.2. The Conditions also apply to all Agreements which are performed fully or in part by third parties.
- 2.3. Any deviations from these Conditions will only apply if they are expressly agreed by both the selling and the buying party, in writing or electronically, with 'electronically' as used in these Conditions to be understood as referring to e-mail.
- 2.4. **These Conditions apply exclusively. The applicability of any purchasing or other terms and conditions, general or otherwise, on the part of the Client is expressly rejected, even if the Client's conditions were referred to previously, except and to the extent Fender Innovations expressly accepts said conditions in writing or electronically. The above applies to agreements, deliveries, transports, execution, quality and payment conditions.**
- 2.5. If one or more of the provisions in these Conditions are void or is voided, the other provisions of these Conditions will remain in full force and effect. Fender Innovations and the Client will negotiate in order to agree new provisions to replace the void and/or voided provisions, in default of which the parties will be considered to have agreed on a valid provision that reflects the original provision as closely as possible.
- 2.6. If one or more of these provisions are deviated from in writing or electronically, the deviating Article or provision will apply exclusively for the purpose for which it was agreed.
- 2.7. If Fender Innovations does not require strict compliance with these Conditions, such will not render the relevant provisions inapplicable and cannot be construed as Fender Innovations having waived the relevant provisions or the related right to demand strict compliance with these Conditions in other cases.

Article 3. Offers and Conclusion of the Agreement

- 3.1. All offers made by Fender Innovations, regardless of their form, are entirely free of obligation. Fender Innovations may revoke its offer up to 7 days after it is received without incurring any liability to damages.
- 3.2. Each offer is based on performance under normal circumstances and on information, data, documents, etc. provided by the Customer at the time of the offer. The Customer guarantees the correctness and completeness of the requirements and specifications provided by or on behalf of him to Fender Innovations and other data on which Fender Innovations bases its offer.
- 3.3. Offers will not apply automatically to future orders.
- 3.4. Fender Innovations will not be bound by obvious errors or mistakes published on Fender Innovations' website and/or in its brochures, quotations, or publications.
- 3.5. The models, images, drawings, sizes, etc., that are enclosed with, or shown or stated in, the offer to the customer, constitute only a general representation of the works that are the subject

of the offer. Deviations from the aforesaid models, images, or sizes that result in a slight deviation in the actual performance, but which do not constitute an essential change to the technical and/or aesthetic fulfilment of the order, will not render Fender Innovations liable to pay any damages and will not entitle the Client to dissolve the Agreement or suspend payment of the invoice amount.

- 3.6. Agreements with Fender Innovations, as well as any changes and supplements thereto, will only be considered to have been concluded after Fender Innovations confirms same in writing or electronically, or by Fender Innovations beginning to perform the Agreement.
- 3.7. The Client must treat the offer and the related information as confidential and may not, unless it has obtained Fender Innovations' consent in writing or electronically, use same on its own behalf, allow it to be used by third parties, or disclose it to third parties in any way whatsoever.
- 3.8. If no Agreement is concluded between Fender Innovations and the Client based on the offer, the Client must immediately return the quotation and all related documentation, at its own risk and expense, to Fender Innovations upon the latter's first request.

Article 4. Performance of the Agreement

- 4.1. Fender Innovations will begin performing the Agreement once the price stated in the quotation has been paid, or once a down payment on that price has been made, in accordance with the Agreement or these Conditions.
- 4.2. Fender Innovations will perform the Agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
- 4.3. Fender Innovations will be entitled at all times to have all or part of a Client's order fulfilled by third parties.
- 4.4. Agreements made with, or promises made by, Fender Innovations' staff, or intermediaries or third parties engaged by Fender Innovations, will only bind Fender Innovations if Fender Innovations has confirmed these agreements and/or promises to the Client either in writing or electronically.

Article 5. Obligations of the Client

- 5.1. The Client will, in a timely fashion, ensure that Fender Innovations is supplied with or has available all of the data, equipment, and locations which Fender Innovations indicates are necessary, or which the Client could reasonably be expected to understand are necessary, for the performance of the Agreement. If the Client fails to fulfil this obligation, Fender Innovations will be entitled to suspend the Agreement and/or invoice the Client for the extra costs attributable to the delay.
- 5.2. The Client will be responsible for the completeness and correctness of the data, documents, etc., provided by the Client or on its behalf, as well as for the integrity, safety, and suitability of the goods and/or services and/or work performed by the Client or on its behalf. The Client will bear all the risk and expense associated with its failure to meet these obligations, or to meet them in full.
- 5.3. To the extent the Client has obliged itself to supply certain goods and/or services and/or to perform work (or cause it to be performed) in the context of the performance of the Agreement, the Client will be responsible for supplying such goods and/or services and/or performing such work (or causing same to be supplied or performed on its behalf) within the term set for doing so. The Client will be liable if such activities are not completed within the aforesaid term or in time.
- 5.4. The Client will be obliged to notify Fender Innovations immediately of any facts or circumstances that could be relevant with regard to the performance of the Agreement. If the customer does not
- 5.5. Inform Fender Innovations in time, all resulting costs will be charged to the customer.
- 5.6. The Client must refrain from engaging in conduct which would render it impossible for Fender Innovations to perform the Agreement properly. The Client will enable Fender Innovations to perform its work uninterrupted, in an adequate and safe manner, in time and in full in accordance with the Agreement.
- 5.7. If and in so far as Fender Innovations performs assembly work in spaces and/or at sites designated by the Client, the Client:
 - a. must lend all cooperation necessary for the timely and proper performance of the work. The Client will in any case supply: adequate and safe access to the workplace, including outside the Client's normal working hours if necessary, as well as any permits that are required for the work to be performed; an unloading area and sufficient storage

- area, which must be covered and able to be locked, if needed; the necessary utilities and, unless agreed otherwise, the necessary vehicles, ladders, scaffolding, and other auxiliary equipment designated by Fender Innovations.
- b. must lend all cooperation to promote and maintain safety at the workplace, including by duly complying with the applicable statutory and company rules.
 - c. will be liable for any loss or harm incurred by Fender Innovations employees while performing the work at the Client's business or at sites designated by the Client. If Fender Innovations employees are deployed to work abroad, Fender Innovations may require the Client to purchase accident insurance on behalf of the relevant Fender Innovations employees.
- 5.8. If the Client fails to perform the obligations referred to in Article 5.6. and this failure causes a delay in the performance of the work, the work will be performed as soon as Fender Innovations' schedule permits. In addition, the Client will be liable for all harm, loss, or extra costs (including, but not limited to, call-out charges) that Fender Innovations incurs as a result of said delay.
- 5.9. The Client is solely responsible for duly complying with all statutory and other applicable rules that apply to the holding, keeping, using, and installation, in any way whatsoever, of the goods that have been, and will be, supplied.
- 5.10. If the data provided or confirmed by the Client, in the broadest sense of the terms, based on which Fender Innovations has manufactured and/or supplied the goods and/or services it is to supply, are not consistent with the actual situation (but not limited to measurements), Fender Innovations will be entitled to receive a payment from the Client for all costs incurred in modifying the goods and/or services to be supplied. The Client will reimburse Fender Innovations for all costs the latter incurs (but not limited to costs of materials). In such case, and if reasonably required taking all the circumstances into consideration, the delivery time/date will be extended.
- 5.11. The Client will be obliged to use all goods supplied by Fender Innovations exclusively in accordance with the latter's instructions or technical specifications.
- 5.12. If the Client does not meet its obligations to Fender Innovations, or fails to do so completely or in time, the Client will be liable for all harm or loss that Fender Innovations incurs as a result.
- 5.13. If the Client enters into an Agreement on behalf or in the name of a government agency, in the broadest sense of the terms, the Client will be obliged to perform this agreement regardless of whether the government agency meets its obligations to the Client and/or Fender Innovations.

Article 6. Amendment of the Agreement

- 6.1. If, during the performance of the Agreement, it proves necessary to amend or supplement the Agreement to ensure proper performance, the parties will amend the Agreement accordingly in mutual consultation and good time. Amendments will only be valid to the extent they are agreed in writing or electronically or Fender Innovations indicates its agreement by actually performing the Agreement.
- 6.2. If the parties agree that the Agreement will be amended or supplemented, this may affect the completion time with respect to the Agreement's performance. Fender Innovations will notify the Client of this fact as soon as possible.
- 6.3. If the proposed amendment or supplement to the Agreement will have financial and/or quality-related consequences, Fender Innovations will notify the Client of these in advance.

Article 7. Prices and Transport Costs

- 7.1. Unless expressly stipulated otherwise, the agreed or stated prices or rates are denominated in euros and are exclusive of Dutch VAT or any other government or other levy owed in connection with the Agreement.
- 7.2. The agreed or stated prices or rates are exclusive of transport costs (which includes packing, packaging, and insurance costs). Fender Innovations will invoice the Client separately for the costs referred to in the previous sentence.
- 7.3. Fender Innovations will be entitled to increase a fixed, agreed price if, during the performance of the work, it becomes apparent that the amount of work originally agreed or expected was, for reasons not attributable to Fender Innovations, so insufficiently estimated when the Agreement was concluded that Fender Innovations cannot reasonably be expected to perform the agreed work at the originally agreed price.
- 7.4. If the costs of performing the Agreement increase for Fender Innovations because the amount of relevant cost factors such as wages, social security and other insurance contributions,

materials, foreign exchange rates, etc., increases after Fender Innovations' most recent offer, Fender Innovations will be entitled to charge the Client for those higher costs by adjusting the prices, at least to the extent that those costs are equal to at least 0.5% of the contract price.

Article 8. Delivery

- 8.1. Unless expressly agreed otherwise, the delivery deadlines indicated by Fender Innovations will never be considered fatal deadlines. Exceeding the deadline, for any reason whatsoever, will not confer a right to damages, to dissolve the Agreement, to cancel the order, or to fail to perform any obligation that the Client has pursuant to the Agreement concluded with Fender Innovations. Liability for consequential loss or harm is expressly excluded.
- 8.2. The term for delivery will start once the agreed full or partial payment has been received, whether under the Agreement or not. If Fender Innovations' performance of the Agreement is partly dependent on the Client's cooperation and the Client fails to provide such cooperation for any reason, the term for delivery will be extended by as much time as Fender Innovations reasonably needs to make up for the delay caused by the Client's failure. The same will apply if delays in performance arise as a result of a request by or on behalf of the Client or a government agency to amend, adjust, or supplement the agreed provisions. In addition, the Client will bear the costs Fender Innovations incurs as the result of such a delay.
- 8.3. Delivery will take place as soon as the goods are made available for the Client to retrieve them, or as soon as the goods are ready for transport to the address designated by the Client, even if the parties have agreed, in accordance with Article 8.6, that Fender Innovations will transport the goods to an address designated by the Client. In the event that the customer, for whatever reason, asks Fender Innovations to temporarily keep the goods to be delivered in storage until delivery to the customer. In this case, Fender Innovations is entitled to charge storage costs to the customer for this.
- 8.4. Unless expressly agreed otherwise, delivery will take place ex works at Fender Innovation's workplace, storage facility, or warehouse.
- 8.5. Unless otherwise agreed, the Client will ensure that the goods are loaded at Fender Innovation's workplace, storage facility, or warehouse. If it has been agreed that Fender Innovations will assist with loading, Fender Innovations will be indemnified against all damage to the goods and/or personal injuries that may arise during loading.
- 8.6. Without prejudice to the provisions of Article 8.4, Fender Innovations and the Client can agree that Fender Innovations will ensure that the goods are transported, at the Client's risk and expense, to the address designated by the Client. The Client is responsible for unloading the goods at the address indicated by the Client. The Client will bear all risks associated with damage to the goods and/or personal injuries that arise during unloading.
- 8.7. The Client will be obliged to accept delivery of the goods and/or services which the parties have agreed will be performed by Fender Innovations, at the time and in the place the parties have agreed pursuant to the Agreement and/or these Conditions.
- 8.8. The risk associated with a good to be delivered by Fender Innovations will transfer permanently to the Client at the moment the good is delivered in accordance with the content of the Agreement, including if the goods are delivered by being made available for retrieval. If the Client does not accept delivery at the applicable delivery time for reasons not attributable to Fender Innovations, said risk will transfer permanently to the Client at that time. The Client will bear all of the storage and transport costs that Fender Innovations incurs with regard to the good after the delivery time referred to in the previous sentence.
- 8.9. If the Client designates a destination outside the Netherlands, Fender Innovations must obtain an export licence or other official authorisation and, where applicable, fulfil all customs requirements regarding the export of goods. The Client must obtain an import licence or other official authorisation and, where applicable, fulfil all customs requirements for importing goods into, and transporting goods through, any other country.
- 8.10. Fender Innovations is authorised to make partial deliveries, in which case each shipment must be paid for separately.

Article 9. Materials

- 9.1. With regard to the materials to be supplied and processed during the fulfilment of the order, Fender Innovations will use materials of standard commercial quality.
- 9.2. The Client is prohibited from rejecting a material, for whatever reason, due to a minor deviation in one of its features. The average quality will be assessed to determine whether a deviation is minor in a given case.

Article 10. Complaints and Warranty

- 10.1. Fender Innovations will supply goods and services and perform work that meet the quality requirements that are expressly agreed and the statutory requirements that applied in the Netherlands on the date of Fender Innovations' most recent offer.
- 10.2. Unless indicated otherwise in the Agreement, Fender Innovations will warrant the soundness of the goods it has supplied and/or the work it has performed for a period of 12 months.
- 10.3. The Client can only invoke a warranty once it has met all of its obligations to Fender Innovations.
- 10.4. After the goods and services have been delivered and supplied, respectively, or after Fender Innovations notifies the Client that the agreed work has been completed, the Client must carefully inspect the goods, services and/or work immediately, or at any rate within eight (8) working days of the supply or Fender Innovations' notification, to ensure that they are complete and sound. Notice of any defects must be submitted in writing or electronically within the aforesaid term, in default of which the Client will be considered to have unconditionally accepted the purchase/supply. The Client must, immediately upon delivery/supply, notify Fender Innovations in writing or electronically of any visible defects, in default of which the Client will be considered to have unconditionally accepted the purchase/supply.
- 10.5. With regard to shortfalls or defects that become apparent upon the inspection referred to in Article 10.4 and of which Fender Innovations is notified in writing or electronically in a timely fashion, as well as shortfalls or defects which could not have been discovered upon the inspection referred to in Article 10.4 but which are revealed within the warranty period, and of which Fender Innovations is notified in writing or electronically within eight (8) days of their discovery Fender Innovations will, to the extent possible, remedy the shortfall or defect by supplementing or – at its discretion – repairing or replacing the good in question, or Fender Innovations will refund all or part of the purchase price to the Client.
- 10.6. If, during a supplementation, repair, or replacement, it is discovered that the defect was not caused by an act and/or omission on the part of Fender Innovations, the Client will be charged for all costs of the aforesaid work.
- 10.7. The Client cannot invoke the warranty for:
 - a. defects that are the consequence of work (but not limited to assembly) and/or changes and/or repairs made to the good by the Client and/or third parties;
 - b. defects that are the consequence of the Client's failure to follow the directions for use and inspections regarding use and assembly as provided by Fender Innovations, or its failure to follow them accurately;
 - c. defects that are the consequence of inexpert and/or careless use;
 - d. defects resulting from non-compliance with the instructions for storage of the delivered goods;
 - e. defects resulting from incorrect storage of the delivered goods;
 - f. defects that are the consequence of using the good for a purpose other than that for which it was intended, or, in the absence of same, for the purpose for which such good is normally intended;
 - g. defects that are the consequence of normal wear and tear;
 - h. defects that are the consequence of vandalism (including by third parties);
 - i. defects that are the consequence of components and/or products that were not supplied by Fender Innovations;
 - j. defects that are the consequence of usage that falls outside the technically permitted specifications;
 - k. deviations in the good that are customary in the industry and/or technically unavoidable;
 - l. defects that are the consequence of a government mandate regarding the nature or quality of the materials used.

Article 11. Invoicing and Payment

- 11.1. Invoicing will be done as follows:
 - a. 50% of the proffered amount after the conclusion of the Agreement;
 - b. 50% of the proffered amount upon commencement of the work.
- 11.2. To the extent not expressly agreed otherwise, invoices must be paid within a term of 30 days. **The customer must at all times comply with the payment conditions set out in the General Terms and Conditions of Fender Innovations. Payment conditions set in the**

general terms and conditions of the customer are expressly rejected by Fender Innovations.

- 11.3. Without prejudice to the foregoing and to the extent not expressly agreed otherwise, the agreed price must be paid without applying any discount or set-off by transferring it to a bank account designated by Fender Innovations by no later than the last day before the delivery date.
- 11.4. If the Client has not paid an interim invoice in time, Fender Innovations will be entitled to suspend performance of the Agreement until the outstanding amount is paid in full. Fender Innovations will not be liable for any harm or loss the Client incurs as a result of such suspension.
- 11.5. If the Client fails to pay the invoice amount before the fatal payment deadline, the Client will automatically be in default and, to the extent the Agreement was concluded with a government agency, the Client will be charged commercial interest at the statutory rate, pursuant to Section 6:119a or Section 6:119b of the Dutch Civil Code.
- 11.6. The Client will bear the judicial and extrajudicial collection costs that Fender Innovations incurs in order to collect the claim against the Client. The extrajudicial collection costs will be fixed at an amount of 15% of the contract total, or a minimum amount of EUR 150.
- 11.7. Unless Fender Innovations has consented to an extension for payment in writing or electronically, the Client will not be entitled to suspend payment of the price.
- 11.8. If Fender Innovations has reason to doubt the Client's performance of its payment obligation – in which respect the following circumstances will in any case constitute reason for doubt: repeated payment delinquencies, attachments imposed on the Client, the Client has applied for (or has been granted) a suspension of payment, the Client has filed for bankruptcy (or has been declared bankrupt), the Client ceases or transfers all or part of its commercial operations, including a situation in which the business is integrated into an existing company or a company yet to be incorporated – everything that the Client owes Fender Innovations will become immediately due and payable, and Fender Innovations will be entitled to suspend performance of its obligations until it has been paid in full or – at Fender Innovations' discretion – it has been furnished with security for payment. If full payment or sufficient security is not received within fourteen (14) calendar days after such is requested, Fender Innovations will be entitled to dissolve the Agreement, in whole or in part and without any judicial intervention being required, without prejudice to its right to receive damages for any harm or loss it has incurred and/or will incur.
- 11.9. Unless expressly agreed otherwise in writing, and regardless of any designation by the Client of how any such payment will be applied, any payment made by the Client, regardless of how such payment is made, will first be used to satisfy the interest owed and then to the collection costs, and only after these amounts have been paid will the payment be used to satisfy the outstanding contract total, in chronological order, starting with the oldest claim.

Article 12. Retention of Title and Reclamation

- 12.1. All goods that have been and will be delivered will remain the property of Fender Innovations until all the claims pursuant to all of the Agreements Fender Innovations has concluded with the Client, plus the interest and other claims relating to the Client's failure to perform the Agreement, are paid in full.
- 12.2. Until title to the goods is transferred to the Client, the Client is prohibited from:
 - a. pledging the goods;
 - b. granting a third party any right in respect of the goods;
 - c. selling or leasing out the goods outside the normal course of its business.
- 12.3. The Client must exercise all due care in handling the goods delivered subject to the aforesaid retention of title, and store them in such a way that they are recognisably the property of Fender Innovations.
- 12.4. Fender Innovations will be entitled, without any further notice of default being required, to reclaim the goods delivered subject to the retention of title and still in the Client's custody if the Client defaults on performing its payment obligations or if the Client is having, or is expected to have, trouble meeting its payment obligations. The Client will lend Fender Innovations all necessary cooperation, on pain of forfeiting a penalty of 15% of the invoice amount owed by the Client for each day or part of a day the Client fails to cooperate. Fender Innovations will not be obliged to reimburse the Client for any loss or harm the latter incurs in this context. The Client will bear all of the costs associated with the reclamation and possible sale of the goods. Any claims Fender Innovations still has against the client will be reduced by the fair market

value the reclaimed goods have for Fender Innovations. Fender Innovations, however, can never be held to pay an amount that is higher than that agreed with the Client in respect of the relevant goods.

- 12.5. If Fender Innovations is unable to invoke its retention of title because the goods delivered have been altered or changed by way of accession, the Client will be obliged to pledge the newly formed goods or primary goods to Fender Innovations. The Client will sign a deed confirming this pledge upon Fender Innovations' first request. The Client will warrant that it is entitled to pledge the primary or other goods and that, other than the pledge to Fender Innovations, the primary or other goods are not encumbered by a pledge and/or other restricted rights.
- 12.6. Fender Innovations can exercise its right of reclamation in respect of all goods belonging to the Client that are in Fender Innovations' custody, regardless of the reason for this, as long as the Client has not met its payment obligation to Fender Innovations, regardless of how that payment obligation arose.

Article 13. Suspension and Dissolution

- 13.1. Fender Innovations will be entitled, without any further notice of default being required, to suspend performance of the Agreement with immediate effect for a period of up to 6 months if the Client fails to perform any obligation pursuant to, or ensuing from, the Agreement. Fender Innovations will be able to exercise that same right to suspend performance in the following situations:
- a. Fender Innovations and/or the third parties it has engaged are threatened with exposure to substances that are hazardous to their health during the fulfilment of the order;
 - b. the materials, as well as the circumstances under which the order must be fulfilled, do not satisfy the requirements established for that purpose by law or the Agreement;
 - c. after concluding the Agreement, Fender Innovations is made aware of circumstances which give it good reason to believe that the Client will not perform its obligations.
- The right to suspend performance will not prejudice Fender Innovations' option to dissolve the Agreement in whole or in part.
- 13.2. Fender Innovations will be authorised to dissolve the Agreement, in whole or in part and without any further notice of default being required, if the Client fails to perform any obligation pursuant to the Agreement concluded with Fender Innovations or any obligation ensuing from the related Agreements, or fails to do so properly or in time.
- 13.3. Fender Innovations will be authorised to dissolve the Agreement, in whole or in part and without any further notice of default being required, if it has reason to assume that the Client is not, or will not be, able to fulfil its contractual obligations, as well as in a situation in which the Client is bankrupt, has been granted a suspension of payment, ceases operations, or is put in liquidation, or if the Client's goods become the subject of an attachment to the extent said attachment is not lifted within 14 days. This right is supplemental to the rights accruing to Fender Innovations pursuant to Articles 11.5 and 11.6 of these Conditions.
- 13.4. Fender Innovations will be entitled to invoke the rights of suspension and/or full or partial dissolution accruing to it pursuant to this Article, without any liability to pay damages, or fulfil a guarantee, to the Client and/or third parties, without prejudice to the other rights accruing to Fender Innovations.
- 13.5. In the case of a suspension and/or dissolution pursuant to this Article, the agreed price will become immediately due and payable, subject to deduction of the payments that have already been made and the costs that Fender Innovations saves as a consequence of the suspension and/or dissolution.

Article 14. Liability and Limitation Period

- 14.1. Fender Innovations will not be liable for any harm or loss whatsoever incurred by the Client, except as laid down in Section 6:185 of the Dutch Civil Code and except to the extent such loss or harm is directly and attributable to a failure to perform on the part of Fender Innovations. Fender Innovations' liability will at all times be limited to a maximum amount that is equal to the invoice amount regarding the goods or services supplied, or work performed, by Fender that is the subject of the liability claim. Fender Innovations will only pay damages for the loss or harm for which it is insured, or which it could reasonably be expected to have been insured. Fender Innovations' liability will at all times be limited to the amount that it recovers from its insurer.
- 14.2. Damages will not be paid in respect of:

- a. consequential and/or business losses, including but not limited to: losses caused by the disruption of operations, lost profit, lost tax or other savings, manufacturing losses, disruptions to operations, losses due to delays, or any indirect loss or harm, regardless of the cause of any such losses or harm;
 - b. damage to goods (including movable and immovable property) or injuries that arise during the performance of installation, assembly and/or repair work;
 - c. damage or injury inflicted on persons and/or goods because the Client and/or its subordinate(s) operated, worked on, or otherwise used the good outside Fender Innovations' supervision during the installation or assembly;
 - d. harm or loss caused by the failure to comply with directions for use/instructions;
 - e. harm or loss arising from the use of a good supplied by Fender Innovations for a purpose other than that for which it was intended or was suitable;
 - f. harm or loss arising during the loading of goods at the workplace, warehouse, or storage facility of the Supplier after Fender Innovations has made them available to the Client in accordance with Articles 8.4. and 8.6;
 - g. harm or loss arising during the unloading of goods if Fender Innovations has transported these to the Client's address at the latter's request;
 - h. loss or harm arising from, or caused by, acts the good, assembly of the good or other work performed on the good by the Client or third parties engaged by the Client;
 - i. harm or loss arising from Fender Innovations' reliance on incorrect and/or incomplete information supplied by the Client;
 - j. loss or harm of whatever nature that ensues from or is attributable to the Client's goods and/or structures on which Fender Innovations performs work;
 - k. harm or loss that arises if, contrary to Fender Innovations' advice, the Client insists that certain work must be continued;
 - l. harm or loss arising from the Client's failure to meet its obligations pursuant to these Conditions, the Agreement, or the law; and
 - m. loss or harm that is a direct or indirect consequence of an event that is actually outside Fender Innovations' control and which thus cannot be attributed to an act it has performed and/or caused to be performed, as described in Article 15 of these Conditions.
- 14.3. The Client will be liable for any loss, theft, incineration, impairment and/or damage to materials, tools, machines and other goods belonging to Fender Innovations which are at a location that the Client has designated, or caused to be designated, as the site where the work will be performed.
- 14.4. To the extent not expressly agreed otherwise in writing, any claim the Client may have against Fender Innovations, regardless of the origin of such claim, will expire one year after the delivery date.
- 14.5. The Client will be obliged to indemnify Fender Innovations against all costs and losses that Fender Innovations may incur in connection with a claim instituted against it by a third party in respect of an event for which these Conditions exclude the Client's liability.
- 14.6. All provisions in these Conditions, and in particular the exclusion or limitation of Fender Innovations' liability and the indemnification of Fender Innovations against third-party claims, may also be invoked on behalf of those who were employed by Fender Innovations as well as third parties for whose acts or omissions Fender Innovations may be held liable.

Article 15. Force Majeure

- 15.1. Fender Innovations will be entitled to suspend performance of its obligations pursuant or related to the Agreement if Fender Innovations is prevented from doing so as a result of *force majeure*. The term *force majeure* will be understood as encompassing not only its statutory and case law definition, but all external causes, foreseen or unforeseen, which Fender Innovations cannot influence but which render Fender Innovations unable to comply with its obligations. This includes, but is not limited to, the following situations: extreme weather conditions or natural phenomena, terrorism, obstructions by third parties, including the government; traffic problems; labour strikes; uprising, war, or threat of war; loss or damage to goods during transport; the failure of Fender Innovations' suppliers to deliver goods, or their failure to do so in time; import and export bans; fires, failures, and accidents at the workplace of Fender Innovations or its supplier(s); a fire that occurs or is started that affects the means of transport of Fender Innovations or a transport company it has engaged, or failures that result from same; a failure to perform on the part of Fender Innovations' suppliers or the involvement of those suppliers in accidents; measures implemented by any domestic, foreign, or international government.

- 15.2. Should an opportunity arise to proceed with and/or change the performance and/or supply, both Fender Innovations and the Client will be obliged to avail themselves of such opportunity, possibly subject to an adjustment in the amounts to be paid by the Client.
- 15.3. Should a situation of *force majeure* arise on the side of Fender Innovations, it will notify the Client of that fact with all due speed. If the situation of *force majeure* lasts more than two months, or if performance becomes permanently impossible, Fender Innovations will be entitled to dissolve the Agreement by means of a written notice to the extent it regards obligations that have not yet been performed. In such case, payment will be made for everything that has already been supplied pursuant to the Agreement and the parties will have no right to reimbursement of the loss or harm they incur as a result of the dissolution.

Article 16. Non-disclosure

- 16.1. The Client is obliged to refrain from disclosing all confidential information that it obtains in the context of the Agreement or from another source. Information will be considered confidential if Fender Innovations refers to it as such or it is clear from the nature of the information, which will include, but not be limited to, commercial information that regards specific features of the goods and services to be supplied, work to be performed, or the enterprise operated by Fender Innovations (such as: work processes, procedures, and prices). A Client that receives confidential information will use it exclusively for the purpose for which it was provided and, unless the Client has obtained written or electronic permission, it will refrain from duplicating the information or allowing third parties to use or examine the information, on pain of forfeiting an immediately recoverable penalty of EUR 10,000 for each violation, as well as EUR 500 for each day such violation continues.
- 16.2. If no Agreement is concluded based on Fender Innovations' offer, or if an Agreement is dissolved or otherwise terminated, the Client will return to Fender Innovations all information (including, but not limited to: images, drawings, sketches, photographs, prototypes, models, etc. – and all data carriers, all in the broadest sense of the terms) as soon as possible upon Fender Innovations' first request, and will destroy all copies made thereof, on pain of forfeiting to Fender Innovations an immediately recoverable penalty of EUR 5,000 per day.

Article 17. Intellectual Property

- 17.1. Fender Innovations will at all times retain the copyrights, as well as all other intellectual or industrial property rights to the sketches, quotations, drafts, documents, images, and drawings, etc., generated by Fender Innovations. These goods will remain the property of Fender Innovations and may not be copied, shown to third parties, or used in any other way, regardless of whether the Client has charged a fee for same, on pain of forfeiting an immediately recoverable penalty of EUR 10,000 for each violation and EUR 500 for each day the violation continues.
- 17.2. Fender Innovations is obliged to supply goods that do not infringe on industrial or intellectual property rights held by third parties. If a third-party claim is instituted against the Client in connection with the infringement of an industrial or intellectual property right, the Client will immediately notify Fender Innovations of that fact and will leave the handling and settlement of said claim to Fender Innovations. Should Fender Innovations find that there has been a plausible violation of an industrial or intellectual property right, Fender Innovations will be entitled – at its discretion and in consultation with the Client – to eliminate the infringement by modifying or replacing the good in question, by acquiring a licence, or by reclaiming the good and repaying the purchase price received for that good. Fender Innovations will bear the costs of handling and settling the third-party claim, but will not be liable to pay any damages in that respect.
- 17.3. If, in performing an Agreement, Fender Innovations uses drawings, models, instructions, etc., supplied by or at the behest of the Client and a third party institutes a claim against Fender Innovations regarding the infringement of an industrial or intellectual property right relating to the use of said drawings, models, instructions, etc, Fender Innovations will notify the Client of that fact immediately. Fender Innovations will leave the handling and settlement of the third-party claim to the Client, which will bear all of its own and Fender Innovations' costs associated with said third-party claim. Fender Innovations will be entitled either to suspend performance of the relevant Agreement in anticipation of the result of the Client's action against the third party, or to dissolve the relevant Agreement with immediate effect without being liable to damages.

Article 18. Final Provisions

- 18.1. In the event of a difference in interpretation of the content and meaning of these Conditions between the Dutch text and a translation thereof, the Dutch text will always prevail.
- 18.2. The legal relationship(s) between the parties is (are) governed exclusively by the laws of the Netherlands. The applicability of the Vienna Sales Convention is expressly excluded.
- 18.3. Unless compulsory law dictates otherwise, the Noord-Holland District Court will have exclusive jurisdiction in the first instance over all disputes between the Client and Fender Innovations.