

## General Sales Terms & Conditions of Tin. Tea Import Network BV established in Veldhoven

### 1. Definitions

In these General Sales Terms & Conditions, the terms below have the following meaning:

- (a) General Sales Terms & Conditions: these General Sales Terms & Conditions;
- (b) Service(s): the service(s) to be performed by Tin. Tea Import Network BV (here after referred to as: Tin.) in favor of the Client, as described in the Quotation and/or the Order confirmation;
- (c) Good(s): the goods or good to be supplied by Tin to the Client, as described in the Quotation and/or the Order confirmation;
- (d) Client: the buyer of the Goods and/or Services that are supplied by Tin;
- (e) Quotation: the written Tin proposal to the Client regarding the Goods and/or Services to be supplied by Tin;
- (f) Order confirmation: the written confirmation of the Agreement by Tin;
- (g) Agreement: the agreement between the Client and Tin containing the conditions on the basis of which the Client grants the order to Tin to supply Goods and/or Services.

### 2. General

- 2.1 These General Sales Terms & Conditions apply to all quotations for, orders, and agreements with Tin. These General Sales Terms & Conditions will be attached to every Quotation and Order confirmation and can also be accessed and downloaded via [www.smarttradegroup.nl](http://www.smarttradegroup.nl).
- 2.2 A deviation from these conditions in these General Sales Terms & Conditions can only be made in writing. The remaining conditions of these General Sales Terms & Conditions will continue to apply undiminished. The agreed upon deviations exclusively apply to the Agreement in which the deviated conditions have been agreed upon.
- 2.3 Once these General Sales Terms & Conditions have been applied to an Agreement between the Client and Tin, they will also automatically apply without further explanation to new agreements between parties, unless agreed otherwise in writing.
- 2.4 If any condition in these General Sales Terms & Conditions is void, nullified or is otherwise not entirely or partially declared inapplicable or lose its applicability, the remaining conditions of these General Sales Terms & Conditions will continue to apply undiminished and parties will replace this/these void, nullified, or otherwise declared inapplicable condition(s), duly observing as much as possible the object and purpose of the condition(s) that is/are void, nullified, or declared inapplicable.
- 2.5 General Procurement Terms & Conditions, which are used by the Client, are not applicable and are explicitly rejected by Tin. Therefore, they form no part of the Agreement, unless specifically agreed upon in writing by Tin.
- 2.6 All rights and claims, as stipulated in these General Sales Terms & Conditions and in possible, subsequent agreements concluded with or on behalf of Tin, also apply to intermediaries used by Tin and other third parties.

### 3. Offers and Agreements

- 3.1 All offers and agreements are without obligation, unless agreed upon otherwise in writing, have been described as accurately as possible and are based on the possible request by or on behalf of the Client provided information. The fact that offers and agreements are made without obligation, also applies to orders placed by the Client with Tin, or requests made to Tin by the Clients' employees or possible intermediaries. Quotations are valid for a term of two weeks, unless a different term is stipulated in the Quotation. The Agreement only comes into effect after acceptance of the new order by Tin. Tin is entitled to refuse orders or may impose special conditions on the delivery. If an order is not accepted, Tin will notify the Client within ten (10) working days after receiving the order.
- 3.2 The Order confirmation contains all information regarding the execution of the order. The Client is held to an immediate review of the Order confirmation and must state possible inaccuracies within four (4) working days after the date the Order confirmation was sent. If such a notification is not made within the term stipulated in the previous sentence, then the Client is explicitly not entitled to come back to it at a later period in time.
- 3.3 For the execution of the order, the Client is obligated to, if the delivery should take place outside of the Netherlands, notify Tin (by registered mail) of the applicable regulations regarding this execution, of a mandatory legal nature of the country in which the agreement should be executed, in any event prior to the issuance of a Quotation by Tin. In the absence of which, non-compliance with the previously mentioned mandatory regulations, Tin cannot and will not accept liability, irrespective of the legislation of the country concerned. Offers, quotations, order confirmations, and agreements exhibiting obvious typing errors are not binding for Tin. Tin is entitled to revisions in respect to this.
- 3.4 With the exception of cash sales and advance payments, agreements can be established through a verbal order, an order by email, letter, or other medium, although the agreement will not be deemed effective until the order has been confirmed in writing by Tin with an order confirmation.

### 4. Images, drawings, sizes, weights, technical data, etc.

- 4.1 Images, drawings, sizes, weights, and (technical) descriptions from both Tin as from other third parties, as well as quotations, brochures, drawings, internet information, etc. are free of obligation and have been described as accurately as possible, yet are a general representation and are not binding for Tin.
- 4.2 Tin expressly reserves the right to, taking the above stated into consideration, make changes and improvements to the provided data, which are useful to achieve technical progress. The client cannot derive any rights from this, judicial or extra-judicial.
- 4.3 All advice, calculations, notifications, and specifications regarding the expected possible uses of the Goods and/or Services to be supplied by Tin are without obligation, and will only be supplied as non-binding information.

### 5. Prices

- 5.1 All prices and offers are always based on the applicable factory prices, material prices, etc., at the time the offer and/or Quotation is made.
- 5.2 If after the date of the quotation the factory prices, raw material and/or materials prices, or other price determining factors increase, or if through the change of one or more of these factors the margins of Tin change, even if this is a result of changes which could have been anticipated at the time the offer was made, then Tin is entitled to modify its price, until the delivery to the Client has taken place, even when the price originally was not given under reservation.
- 5.3 If the price increase is more than 10% compared to the originally agreed price, the Client is entitled to send a statement per registered mail or email, within three (3) business days after the date of the increase notification, to terminate the Agreement without any entitlement to damage compensation.
- 5.4 If Tin uses a third party for the execution of the Agreement and the third party increases its prices, Tin is entitled to immediately charge the new applicable prices and/or tariffs to the Client.
- 5.5 The prices quoted by Tin are stated in euros, unless specifically agreed upon otherwise and are exclusive of sales tax (VAT) and other equivalent levies, including the costs, such as bank, shipping, and administrative costs, related to the Agreement.
- 5.6 All direct and indirect costs, caused by delay or stoppage in the preparation, production or delivery of Goods and/or

Services, in the absence of instructions, data, or cooperation of the Client, are for the expense of the Client. The related quotation of the costs is binding for the Client.  
Offers will be valid subject to availability.

### 6. Modifications in or cancellation of the order

- 6.1 Modifications, of any nature, made to the original order modifications, need explicit approval of Tin. This approval can be made in writing, or by email. The possible related additional costs will be charged to the Client.
- 6.2 In case of cancellation, the Client is held to compensate the costs incurred by Tin in preparation of the execution of the order. Additionally, Tin is entitled to charge the Client for indemnification of 25% of the agreed upon price, without obligation of proof of any damage, without prejudice to the right of Tin to full compensation of the incurred damage caused by the cancellation.
- 6.3 Tin must be notified of still granted modifications to the order and the execution of such, by the Client in a timely manner, in writing, and in clear language notwithstanding the above provisions.
- 6.4 Modification or cancellation of an order is not permitted in regards to customized Goods, nor Goods that have already been shipped for delivery.
- 6.5 The execution of urgent modifications to a previously issued order, verbally or by phone, is exclusively for the account and risk of the Client.
- 6.6 The modification of a previously issued order can result in a change of the originally agreed upon delivery time, in which case the provisions in Article 8 of these General Sales Terms & Conditions still apply in full.

### 7. Outsourcing to third parties

- 7.1 Tin is entitled to outsource the order issued by the Client wholly or partially to third parties.
- 7.2 In regards to the Goods or parts of Goods manufactured and/or Services provided by third parties, Tin can only be considered as an intermediate supplier and Tin is not responsible for more than which the appointed third party was contracted.
- 7.3 On request, Tin will inform the Client in regards to its (legal) position in relation to the third party mentioned in the previous sentence, particularly concerning damage claims in regards to compensation by the third party. In the event of a possible damage claim, Tin will, without being obliged to compensate any damage, negotiate between the third party and the Client.

### 8. Delivery

- 8.1 Delivery will only take place after the Client has fulfilled all its payment obligations to Tin, in accordance with article 12, or ex-post payment if such has been agreed upon with the Client.
- 8.2 If a delivery time has been agreed upon, it will commence at the moment Tin, as stated in article 3 of the General Sales Terms & Conditions, has sent the Order confirmation. If specific information is required for the execution of the order, or the completion of certain formalities is required, the delivery time will commence upon receipt of the required information by Tin or the required formalities have been fulfilled. If an initial payment is required by Tin upon receipt of the order, the delivery time will start upon the day the payment has been received.
- 8.3 The delivery dates given by Tin are without obligation, and therefore are only approximate, and will never be regarded as a strict delivery time. Exceeding the delivery time never entitles the client to damage compensation, termination of the Agreement or non-fulfillment of any obligation, which results from this Agreement or any other Agreement related to this Agreement, except if and for so far as there is malicious intention or willful recklessness by Tin, whereby explicitly not referring to shortcomings of its employees or contracted third parties.
- 8.4 Delays in the execution of the Agreement for any reason whatsoever, caused by employees of Tin including its suppliers, will automatically result in an extension of the stated delivery time with as many days as the delay lasted.
- 8.5 Postponement of delivery on request of the Client can only occur with explicit written approval of Tin. The subsequent costs and losses resulting from this delay are for charge of the Client. The statement of costs provided by Tin is binding for the Client.
- 8.6 In any case the Client, if it believes the delivery time has been exceeded by Tin, is obliged to provide Tin with a written notice of default and to grant Tin an additional delivery time of fourteen (14) days.
- 8.7 If the delivery time is exceeded by more than ten (10) weeks, the Client is entitled to cancel an order of standard Goods, without cancellation costs. If the delivery time is exceeded for special ordered Goods for the Client, or Goods that need modification and/or customized Goods, cancellation is never possible.
- 8.8 Regarding damage suffered by the Client as a result of an exceeded delivery time, the provisions stated in article 16 of these General Sales Terms & Conditions still apply, in addition to the above stated provisions.
- 8.9 Place of delivery is the location stated in the Order confirmation. Transportation to this location will take place with means of transportation and/or means of transportation of third parties for the expense of the Client, unless explicitly agreed upon otherwise. Delivery of Goods with a price above € 500,00 is normally free of charge. From the moment the Goods have been delivered to the location stated in the Order confirmation, the Goods are at the expense and risk of the Client.
- 8.10 If the delivery location has changed, the Client is obliged to notify Tin in writing, at least ten (10) days prior to the delivery, of the new delivery location. Change of the delivery location can only occur with explicit written approval of Tin. If this results in higher transportation costs, they will be charged to the Client.
- 8.11 All costs incurred by Tin as a result of non-fulfillment of the obligations in a timely manner by the Client, or if the Client fails to do so properly, are for account of the Client.
- 8.12 If the Goods ordered by the Client are not available for delivery, Tin has the right to deliver a similar Good(s) as replacement. These General Sales Terms & Conditions also apply undiminished to the substitute Good(s).

### 9. Packaging and packaging material

- 9.1 The packaging of the Goods to be delivered is designated for shipment under normal conditions. Additional costs, due to more or different packaging requirements by the Client, are for expense of the Client. The provided statement of the costs is binding for the Client.

### 10. Postponement and cancellation

- 10.1 In the event the Client:
- a. Does not, does not properly, or not in a timely matter fulfill its commitments, including financial obligations, which result from the Agreement concerned, or any other Agreement entered into with Tin;
- b. Is affected by a claim on its assets, including the ownership of moveable and/or immovable Goods;
- c. Submits a petition for bankruptcy of the company itself or by a third party;
- d. Applies for suspension of payments;
- e. Closes down the company's operations or liquidates the company;
- f. Is placed under guardianship or judicial supervision and/or equivalent foreign variant;

g.	Without Tin's knowledge made any payment arrangements with its creditors or public claims of third parties remain unpaid after the payment period has expired, the Client will be deemed in legal default, without any further notice, and Tin is entitled without judicial intervention to postpone any agreement with the Client wholly or partially (Tin's choice); or to cancel the Agreement(s) wholly or partially as described in a written statement, such that Tin is not held liable for any damage compensation or any guarantees, without prejudice to the rights due to Tin, amongst others the return of the Goods and/or Services delivered by Tin, to which the retention of title applies, described below in article 11; including the entitlement to full damage compensation.	15.3	These conditions determined in regards to Tin's liability remain undiminished in force. Tin is never liable for repair or compensation of any kind of indirect or consequential damage of replaced Goods by Tin.
		15.4	The Client is only entitled to a guarantee in accordance with these conditions, if and after the Client has fulfilled all its payment obligations to Tin.
		15.5	Every claim as referred to in this article must contain a clear description of the complaint. Claims made in another manner or made by third parties are not valid and will not be taken into consideration.
		15.6	In order to provide more detailed specifications of the provisions made in paragraph 1, claims concerning visible defects or claims concerning quantities, sizes and finishes, must have been checked within eight (8) days of receiving the Goods by the Client, for reliability of supplied quantities, sizes, and finishes, and the Client must have notified Tin in writing or by email, in the absence of which the Client is deemed to agree unconditionally with the delivery.
10.2	In all circumstances described in paragraph 1, all claims that Tin has and/or obtains on the Client, are immediately payable.		
<b>11. Retention of title</b>			
11.1	All delivered Goods will only pass ownership to the Client after both the purchase price agreed upon in the Agreement, which will result in delivery of the Goods, has been paid in full and other Agreements entered into with the Client regarding the delivery of Goods and/or Services have been completely fulfilled. Until the moment the full and proper fulfillment of Clients obligations to Tin have been performed, the delivered Goods remain the property of Tin.	15.7	The possibility to file a claim will lapse if the defect or the damage is the result of incorrect handling of the Goods by the Client. The incorrect treatment of Goods includes the use or storage of the Goods in a manner that is not in accordance with the usual conditions for the (perishable) Goods concerned.
11.2	Until then, the Client is not entitled to sell the Goods and/or process or treat the Goods unless Tin has agreed upon such in writing. Furthermore, the Client is not entitled to rent out, loan or pledge such Goods as collateral to third parties, in any manner whatsoever, facilitate, or place the Goods in the power of a third party without written consent or consent by email of Tin. In the case such consent is given by Tin to sell the Goods under retention of title by Tin to third parties, the retention of title must be communicated to the concerned third party beforehand.	15.8	In due observation of the provisions of paragraph 13, the Client can submit claims pertaining to hidden defects by registered letter within eight (8) days after discovery.
11.3	In the case of accession (article 5:14 of the Dutch Civil Code) or merger (article 5:15 of the Dutch Civil Code), the Client hereby already obligates itself in regards to the Goods delivered by Tin which may involve accession or merger, in concern to the applicability of previously stated legal provisions, to consider the delivered Goods by Tin as the substance of the matter as in meaning of the law, causing a matter as a result of accession or merger to remain the property of Tin in total until the Client has fulfilled its obligation as referred to in article 1.	15.9	Claims do not entitle the Client to postpone the payment of invoice regarding the delivery of the Goods and/or Services that the claims refer to or the payment of other invoices.
11.4	The Client is obligated to show the Goods referred to in this article to Tin upon first request, and in the case of default of payment, or also in the event of dissolution as referred to in article 10 is to immediately render the Goods at Tin's disposal upon request.	15.10	Tin is not obliged to honor claims related to defects or mistakes in the designs prescribed by the Client or on behalf of the Client, the manner of construction and such.
11.5	The Client is obligated to store the Goods subject to retention of title carefully and as recognizable property of Tin. In regards to the storage of the delivered Goods, the Goods should be stored in a cool and dry environment to prevent spoilage as much as possible. The Client is obligated to insure the Goods against fire and water damage and theft.	15.11	Tin can also not be held liable under the guarantee in case of improper use of the Goods and/or Services delivered by Tin or if the delivered Goods and/or Services by Tin half been treated, repaired, or otherwise modified by or on behalf of the Client by third parties.
11.6	The Client is also to have deemed to have granted Tin an irrevocable proxy from that moment regarding the entering of its premises or company offices to inspect the condition of the Goods and if applicable in accordance with the matters stated in the previous paragraph to seize the Goods.	15.12	Every claim made in provision of this article will be forfeited 12 months after the invoice date on the invoice which concerns the delivery of the Goods and/or Services for which the Client wishes to issue a claim, unless explicitly agreed upon in writing or by email.
11.7	For the recollected Goods, based on this article – provided that the Goods are in good condition and/or otherwise suitable for use by Tin – the Client will be credited the market value of the Goods at the time of collection in accordance with current trade practice in the industry, without prejudice to the right of Tin to settle all financial obligations of the Client (including damage claim) towards Tin with this credit, observing the provisions stated in article 12 in regards to the allocation of payments.	<b>16. Force majeure</b>	
11.8	The Client is obligated to insure the Goods referred to in this article against the risk of fire, theft, storm, and water damage, in such a way that the relevant insurance policy contains the clause that the Goods and/or Services of third parties are also covered.	16.1	Disruptions in the business of Tin caused by force majeure (as such in accordance with the provisions made in these agreements between parties in any case, but not limited to the following conditions which are considered as force majeure: war, mobilization, riots, floods, transportation blockages, stagnation, respectively restriction or termination of supplies by public utility services, shortage of means for the generation of energy, fire, accidents, strikes, lock-outs, actions by trade-unions, causing the delivery and/or production no longer possible, or unreasonably onerous, government measures, non-delivery of necessary materials, Goods and/or Services and/or semi-finished Goods to Tin by third parties, the loss of matters intended for delivery to the Client, and other unforeseen circumstances, including those in the country of origin of the matters, which disrupt the normal business operations of Tin, and delay the executions of the orders, or reasonably render them impossible), removes the obligation for Tin to observe the agreed delivery time and/or delivery obligation, without the Client being entitled to any damage compensation, costs or interest. Tin will warn the Client without delay if a case of force majeure as meant in the previous sentence occurs.
11.9	The client is explicitly not permitted to pledge a possible claim to the insurer to third parties as referred to in the previous paragraph or provide it as collateral in the broadest sense of the word, as far as it concerns the Goods and Services as referred to in this article. Compensation for damage and loss of the Goods and/or Services referred to in this paragraph replace the concerned Goods and/or Services.	16.2	If the force majeure is assessed as permanent, both Tin and the Client can nullify the Agreement wholly or partially through a written statement concerning this matter. If a force majeure lasts more than four months, it is considered permanent in any case. Neither Tin nor the Client can make claim for damage compensation in such a case.
<b>12. Payment</b>			
12.1	Payment should be made at the office of Tin or to a bank account determined by Tin within thirty (30) days after the invoice date, unless other payment agreements are agreed upon in writing or by email.	<b>17. Liability</b>	
12.2	The Client is not entitled to set off any outstanding invoices against any claim on Tin, nor is the Client entitled to block its payment obligation by garnishment at a disadvantage to Tin.	17.1	Barring the generally applicable rules of public order and the provisions in the Dutch Civil Code regarding product liability (articles 6:185 through 6:193 of the Dutch Civil Code), delivery by Tin will be deemed as settlement for its obligation, taking into account the provisions in article 15 concerning guarantees and claims, as sole and complete compensation and any other claim for compensation by the Client is excluded.
12.3	If the Client has not issued payment within the period stated in paragraph 1, it is deemed to be legally in default and owes, without any further notification or notice of default being required, the statutory commercial interest rate from the due date until the date of full payment, all this without prejudice to any further rights Tin is entitled to.	17.2	Tin is never held liable to compensate any costs, damages or interest payments to the Client, not being a consumer, due to personal injury. Tin is never held liable to compensate any costs, damages, or interest payments to the Client, caused by damage to moveable and immovable Goods, the loss of added value to delivered Goods and/or Services as a result of wholly or partially being rendered unusable, either directly, or indirectly caused by the Client or third parties, including damage of any nature, unless the Client proves that the damage is due to intentional or willful recklessness on the part of Tin.
12.4	Payments made by the Client are processed according to article 6:44 of the Dutch Civil Code. Therefore, payments are first deducted from the costs, subsequently from the (outstanding and accrued) interest, and finally deducted from the principle sum due.	17.3	Tin is never liable for damage incurred by the Client caused by claims of third parties, the Client's employees included, caused by damage of any nature of Goods and/or Services delivered to the Client by Tin or supplied via Tin by third parties. The claims of third parties include the claims based on the provisions in the Dutch Civil Code regarding product liability.
12.5	In the event of non-fulfillment of the payment obligations by the Client, according to the Agreement, Tin is entitled to terminate the Agreement and/or seize the delivery of Goods and/or Services with immediate effect, without further notice of default or postpone delivery of Goods and/or Services until the Client has fulfilled its (payment) obligations in full, including the interest and costs owed.	17.4	The Client is obliged to treat the Goods and/or Services as an expert, to use these in a proper manner and certainly not use them inexpertly, or use them for another purpose than these are suitable for according to objective standards.
<b>13. Costs</b>			
13.1	In addition to obligations resulting from these General Sales Terms & Conditions in regards to the Agreement(s) entered into by the Client and Tin, the Client owes all judicial and extra-judicial costs which Tin must make, to settle the fulfillment, dissolution, or damage compensation as a result of the conditions and terms in the Agreement(s) in a court of law or otherwise.	17.5	Tin does not acknowledge any liability for consequential loss or loss of profit, indirect damage, lost savings, and damages caused by business interruption, loss of profit or turnover, in the broadest sense possible, or caused by Tin in any manner, except in the case of intent or willful recklessness on the part of Tin.
13.2	Extra-judicial costs are owed by the Client, in any case for the legal assistance Tin sought from third parties, amongst others for the collection of the amounts owed to Tin.	17.6	On request, Tin is prepared to advise the Client on the suitability of a particular purpose, if the Client informs Tin extensively and correctly about the intended use. At all times, the Client is responsible for the handling of the recommendations.
13.3	Undiminishing any further rights and claims, the extra-judicial costs amount to at least 10% of the principle sum owed, respectively the amount that Tin claims from the Client, or the Client claims from Tin, with a minimum of € 250.00 excluding sales tax (VAT).	17.7	For damage caused directly or indirectly by the recommendation given, as indicated in paragraph 6, or installation or repair works performed on request of the Client, all the matters laid down in this provision apply undiminished, provided that where this refers to product liability in relation to the damage, directly or indirectly the result of a given recommendation, or installation or repair work performed, provided by Tin, should be read as: 'product liability and/or service liability'.
<b>14. Right of lien</b>			
14.1	Tin is authorized to postpone the fulfillment of the obligation to supply Goods, taking into account the legal relationship concerned, or otherwise taking into account the existing regular contact, until the Client can fulfill its obligation to compensate Tin for any incurred damage and the payment of the outstanding amounts, including interest and costs.	17.8	The Client shall compensate Tin for all damages Tin incurred as a result of damage claims made by third parties, including employees of the Client, as a result of damage caused by Goods and/or Services delivered by Tin or supplied by Tin from third parties, explicitly including damage claims based on legal provisions referring to product liability and/or liability also caused by violation by Tin of patents and/or other intellectual property rights as a result of the use of information, drawings, instructions regarding the Goods and/or Services to be produced and/or the working methods to be used etc. given by the Client and/or on behalf of the Client.
<b>15. Guarantees, claims and returns</b>			
15.1	Tin guarantees the reliability of the Goods and/or Serves it supplies, the materials it uses, and for an adequate quality. For Goods and/or Services which Tin does not produce/supply itself, Tin does not provide any more guarantee than which Tin has obtained from its supplier(s). Upon request, Tin can supply its Client with further details regarding this guarantee.	17.9	As far as Tin is held liable by third parties as referred to in paragraph 8, the Client will fully compensate Tin for all the legal costs and other assistance, which Tin must make as a result of these damage claims, such as, yet not exclusively, conducting a defense, negotiations, and such. These costs are deemed to be at least 15% of the damage amount claimed, notwithstanding the right of Tin to recover the actually incurred costs of legal aid from the Client.
15.2	If the Goods delivered by Tin are faulty or are deemed to be of insufficient quality, Tin is only required to replace these Goods with other Goods, after the return of the to be returned Goods, or-at Tin's choice – return the invoice amount of the to be replaced Goods, such at the return of the Goods concerned.	17.10	Notwithstanding the previous provisions, Tin is never liable for a higher amount than the agreed upon price with the Client in the Agreement in regards to the delivery of the Goods and/or Services which directly or indirectly lead to the damage, explicitly including damage caused by delay.

- 17.11 In all cases under this provision in which the Client is held liable to compensate Tin, the Client is also, on first request of Tin, obligated to respond to the request to indemnify Tin in judicial proceedings.
- 17.12 The right to claim damage compensation with regards to all the provisions made in these Agreements, will lapse six (6) months after the invoice date.
- 17.13 If Tin is liable for any damage, despite the above, Tin only accepts liability insofar this liability is covered by its insurance up to the amount of the settlement paid by the insurance company.
- 17.14 If in any given case the insurance company does not make any payment, Tin is never liable for more than the invoice amount of the Agreement concerned.
- 17.15 The Client will indemnify Tin for all claims from third parties filed against Tin.
- 17.16 The exclusions and restrictions of liability as described in these General Sales Terms & Conditions do not apply as far as the damage is the result of intent or willful recklessness on the part of Tin, or its management subordinates.
- 18. Relinquish rights to dissolution of the Agreement**
- 18.1 The Client explicitly relinquishes the right to claim dissolution of the Agreement as covered by article 6:265 of the Dutch Civil Code BW and following articles caused by a shortcoming on the part of Tin, unless it concerns a situation as covered in article 16 of these General Sales Terms & Conditions.
- 19. Intellectual property rights**
- 19.1 By placement of the order, the Client unconditionally agrees to the fact that all rights of intellectual property resulting from the made or used calculations, models, drawings, descriptions, sketches, and diagrams, within the scope of meeting the requirements of this Agreement, remain or respectively will be held by Tin, this notwithstanding the possible contributions to the establishment of these works by or on behalf of the Client. If such works are handled to the Client, then it is explicitly obliged to maintain confidentiality and not entitled to show these works to third parties and/or to multiply them without written consent of Tin.
- 20. (Applicable law and competent court)**
- 20.1 On all the offers, Quotations, Order confirmations, and Agreements covered by these General Sales Terms & Conditions, solely Dutch law is applicable, explicitly excluding the Vienna Trade Treaty.
- 20.2 All disputes concerning or resulting from the Agreements, respectively the made offers, Quotations, and Order confirmations by Tin will only be submitted to the competent judge of the court in the district of East-Brabant