

GENERAL TERMS AND CONDITIONS OF DELIVERY
NNZ Export B.V.

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1. Definitions

The terms used in these General Terms and Conditions are defined as follows:

General Terms and Conditions: these general terms and conditions of delivery.

Cooling-off period: the period in which the Consumer can make use of his Right of Withdrawal;

Consumer: the Other Party, not acting in the practise of a profession or business.

Right of withdrawal: the ability of the Consumer to withdraw from the Distance contract within the Cooling-off Period.

NNZ: NNZ EXPORT BV B.V.

Contract: the Contract for the sale and delivery of goods (products) and/or services (including but not limited to: advice, research, printing, manufacture, assembly and the contracting of work) by NNZ EXPORT BV to an Other Party.

Distance contract: a Contract in which, in the context of a system organised by NNZ EXPORT BV for the distance selling of goods, up to and including the conclusion of the Contract, exclusive use is made of one or more technologies for remote communication.

Other party: any natural person or legal entity that NNZ EXPORT BV enters into a Contract with or makes an offer to.

2. Identity of the entrepreneur

Name of the entrepreneur: NNZ Export BV
Trading under the name/names: NNZ Export BV
Legal form: private company with limited liability

Establishment and visiting address:
Aarhuisweg 1
9723 JJ Groningen

Postal address:
PO Box 104
9700 AC Groningen

Telephone number: +31 (0)50 5207800
Email address: export@nnz.com
Website: www.nnz.com
Chamber of Commerce number: 01180367
VAT identification number: NL82252697801

3. Scope of application

- 3.1. All offers and/or quotations of NNZ Export BV and all Contracts concerning the sale and delivery of goods and/or services by NNZ EXPORT BV are exclusively subject to these general terms and conditions. The Other Party contracted under these terms and conditions agrees to the applicability of these terms and conditions to future and/or subsequent contracts with NNZ Export BV.
- 3.2. The general terms and conditions of the Other Party and other stipulations contrary to NNZ's conditions are explicitly rejected by NNZ EXPORT BV unless they have been explicitly agreed in writing by NNZ Export BV.
- 3.3. If any provision or part of a provision of these general terms and conditions becomes fully or partially non-binding for any reason, this will not affect the binding nature of the remaining provisions of these general terms and conditions or the remaining part of the provision in question.
- 3.4. These general terms and conditions extend also to third parties engaged by NNZ EXPORT BV for the performance of the Contracts.
- 3.5. In cases where NNZ EXPORT BV does not require strict compliance with these general terms and conditions, this should not be taken to mean that the provisions do not apply or that NNZ EXPORT BV in any way relinquishes the right to require strict compliance with the provisions of these general terms and conditions in other cases.

4. Offers and formation of the Contract

- 4.1. All offers and/or quotations of NNZ EXPORT BV are free of obligation unless specifically stated otherwise. NNZ's offers and/or quotations may not be reproduced or disclosed to third parties without NNZ's consent.
- 4.2. Contracts (and amendments to or cancellations of them) are formed by means of a written or electronic order confirmation sent by NNZ EXPORT BV or by virtue of NNZ's commencement of the actual performance of the contract.
- 4.3. NNZ EXPORT BV reserves the right at all times to refuse orders and/or assignments or to attach further conditions to the delivery and/or the performance of the work. The Other Party will not be entitled to compensation for damages in the event of a situation as provided for in this article arising.
- 4.4. All Contracts with NNZ EXPORT BV are formed under the resolutive condition: "For as long as stocks held by NNZ EXPORT BV or NNZ's supplier last."
- 4.5. Documents or information issued by or through NNZ EXPORT BV on or after concluding the Contract (on aspects such as measurements, weights, quantities, etc.), are free of obligation unless explicitly otherwise stated. NNZ EXPORT BV is not bound by manifest errors in the offer.

5. Prices, amendments and additional work

- 5.1. All prices of NNZ EXPORT BV given in the offer are denominated in euros (€) and include turnover tax, packaging and governmental tax and other levies, such as import duties, unless explicitly otherwise indicated or agreed.
- 5.2. NNZ EXPORT BV reserves the right to raise the price in the event of a rise in cost-price determining factors that occur after the offer is made and/or between the time when the Contract is formed and full compliance with it, and irrespective of whether this could have been foreseen. Cost-price determining factors are defined, but not exhaustively, as price increases arising from raising or changing wages, costs, taxes (import and export) duties, fees, freights, levies, prices of raw materials and energy, as well as exchange rate changes, increases in the costs charged by suppliers and legislative amendments. Price rises such as these will not give the Other Party the right to dissolve the Contract. The price rise will apply to the parts of the Contract that have not yet been performed.
- 5.3. Contrary to Article 5.2 of these general terms and conditions, the Consumer has the right to dissolve the Contract by means of a written statement to that effect if the price rise outlined under 5.2. takes place within three months of concluding the Contract, unless NNZ EXPORT BV informs the Consumer within 2 days of receipt of the Consumer's written statement that it is willing to perform the Contract on the basis of the originally agreed price.
- 5.4. In the case of the delivery of goods with an invoice value lower than an amount it has stipulated for this purpose, NNZ EXPORT BV has the right to charge a separate fee for administration and/or handling costs.
- 5.5. The Other Party is obliged to pay the cost price of packaging materials if they are not taken back by NNZ. NNZ EXPORT BV has the right to refuse to take back the packaging materials.
- 5.6. NNZ EXPORT BV is authorised under the Contract to charge separately for its additional work. Additional work is defined as everything that NNZ EXPORT BV delivers, installs or carries out in consultation with the Other Party during the performance of the Contract over and above the quantities and/or work explicitly laid down in the Contract and/or the order confirmation.

6. Payment

- 6.1. In the absence of written/electronic agreement to the contrary, payment is to be made on formation of the Contract. The Consumer has the right to pay the full amount on delivery.
- 6.2. NNZ EXPORT BV is authorised at all times to require the Other Party to make an advance payment or furnish security prior to the delivery. In that case, the Other party cannot invoke any rights whatsoever concerning the performance of the order or service (or services) until the stipulated advance payment and/or security has been furnished. The Consumer's advance payment will not exceed 50% of the payable amount.
- 6.3. If the Other Party fails to pay any amount that it owes on time, it will be held in default by operation of law without any demand or prior notice of default being required, and will be liable for the payment of a monthly interest rate of 1.5% over the invoice amount from the due date until the time of full and final settlement.
- 6.4. All judicial and extrajudicial costs related to the collection of any claim on the Other party will be charged to the Other Party. The extrajudicial collection costs shall amount to 15% of the amount of the invoice or invoices, with a minimum of € 500 and without any further demand being required.
- 6.5. Contrary to the second sentence of Article 6.4, a Consumer will not be liable for the payment of the extrajudicial costs until NNZ has issued a demand for payment of the amounts owed within a period of 14 days and that payment term has elapsed.
- 6.6. The Other Party is obliged to report any inaccuracies in issued or stated payment details to NNZ without delay.
- 6.7. If the Other Party defaults on a payment to NNZ and/or if the Other Party fails to meet any obligation under the Contract and/or these General Terms and Conditions, all of NNZ's other claims on the Other Party will become immediately due and payable, without any further notice of default being required, and NNZ EXPORT BV will be authorised to suspend its continued compliance with all Contracts with the Other Party.
- 6.8. Payments by or for the Other Party will extend consecutively to settlement of the payable extrajudicial debt collection costs, the judicial costs, the payable interest and thereafter in the order of the age of the outstanding principal amounts, irrespective of any instructions to the contrary given by the Other Party.
- 6.9. The Other Party is not permitted to suspend its payment obligations to NNZ, to offset them and/or to compensate them with a claim of the Other Party on NNZ EXPORT BV of any nature whatsoever. The Other Party cannot invoke a right of retention in respect of NNZ.
- 6.10. The Other party is forbidden to assign its claims against NNZ EXPORT BV under the Contract to a third party, to pledge them or to transfer their ownership in any form whatsoever.

7. Term of delivery

- 7.1. The delivery term under a Contract will not exceed 30 days unless explicitly otherwise agreed.
- 7.2. The agreed delivery terms will commence on the date on which the Contract is formed. The Other Party must provide NNZ EXPORT BV with its correct address details in a timely manner. If NNZ EXPORT BV is not in possession of the information it needs to meet the provisions of 7.1, the delivery terms will not commence until NNZ EXPORT BV has received all of the necessary information from the Other Party.
- 7.3. In the event of late delivery, NNZ EXPORT BV will not be held in default until it has been issued with written notice of default.
- 7.4. The delivery terms indicated and agreed by NNZ EXPORT BV are in all cases approximate and are not firm deadlines for NNZ EXPORT BV unless express agreement to the contrary has been made. In the event of delivery or other terms being exceeded or default following written notice of default, the Other Party will not have the right to dissolve the Contract, claim compensation for damages and/or refuse to comply with any Contractual obligation, but will have the choice of requiring compliance within a reasonable period of time set by the Other Party or to dissolve the part of the Contract not already performed.
- 7.5. NNZ EXPORT BV is authorised to deliver in batches, which NNZ EXPORT BV may then invoice separately. The Other Party will in that case be obliged to remit payment in accordance with these conditions.
- 7.6. In the event of force majeure - culpable or otherwise - caused by the acts or omissions of the Other Party, amendments in the Contract initiated by the Other Party, or if a third party has caused the delay, the delivery term will at least be extended by the duration of the delay.

8. Delivery and risk

- 8.1. The goods to be delivered by NNZ EXPORT BV will be deemed to have been delivered when they leave the factory or warehouse (including the factory or warehouse of a supplier) and - if it has been agreed that the goods are to be collected - at the time communicated to the Other Party when the goods will be ready for collection, unless otherwise agreed by Contract.
- 8.2. From the time of delivery as provided for in 8.1, the goods will be at the expense and risk of the Other Party, even if NNZ EXPORT BV arranges their transport, unless agreement to the contrary has been made or the Contract has been concluded with a Consumer. The goods will be placed at the Consumer's expense and risk once they have been received by the Consumer or a third party designated for that purpose by the Consumer.
- 8.3. NNZ EXPORT BV will determine the method of shipment to meet its delivery obligation if NNZ EXPORT BV has accepted a delivery obligation by Contract. If the Other Party gives certain specific instructions, compliance with those instructions will be entirely at the Other Party's expense and risk. The costs of delivery and batch deliveries will be charged to the Other Party unless the Contract has been concluded with a Consumer. The collection costs are borne by the Other Party.
- 8.4. The Other Party is obliged to take receipt of or collect the goods on the first occasion on which they are presented. If the Other Party fails to meet this obligation, the Other Party will be held in default by operation of law and all of the implications of this, including the storage costs, will be at its expense. More specifically, NNZ EXPORT BV will in that case have the right to dissolve the Contract (in full or in part) and/or to claim compensation for damages.
- 8.5. In the case of delivery on call, the Other Party must call up the deliverables within six months of the Contract being formed. If the Other Party fails to meet this obligation, NNZ EXPORT BV will be authorised to deliver all of the goods at once. The amount owed will in that case become immediately due and payable.
- 8.6. All terms of delivery laid down in the Contract are in keeping with the terms of delivery laid down in the most recent version of the International Commercial Terms (INCOTERMS), as laid down by the International Chamber of Commerce (ICC), to the extent that they are not contrary to these conditions.

9. Retention of title

- 9.1. All goods delivered by NNZ EXPORT BV (or via third parties) remain the property of NNZ EXPORT BV until the time of full and final settlement of all that owed to NNZ EXPORT BV under the Contract (or Contracts) concluded with the Other Party. This includes interest and costs and claims related to the Other Party's non-compliance with the Contract. Furthermore, ownership will not be transferred to the Other party until he has met in full all of NNZ's claims under other deliveries. The Other Party is not permitted to rely on a retention of title regarding the storage costs or to set off those costs against his performance obligations.
- 9.2. The Other Party undertakes to separately store the Products delivered and/or made available under suitable storage conditions/temperatures and to mark them as being the property of NNZ EXPORT BV and, if the Other Party fails to meet this obligation it will be presumed that the goods of the type delivered or made available by NNZ EXPORT BV belong to NNZ.
- 9.3. The Other Party does not have the right - other than in the context of his normal business operations - to sell some or all of the goods covered by the retention of title, to rent them to third parties, provide them for use, pledge them or otherwise encumber them in the favour of third parties. In the event of the above being violated the payable amount will become immediately payable in full, regardless of the payment conditions. In the event of resale the Other Party will assign to NNZ EXPORT BV on formation of the Contract all rights to collect the purchase amount from the resale.
- 9.4. In the event of attachment, suspension of payment (whether or not provisional) or bankruptcy the Other Party will inform the bailiff imposing the attachment, the administrator or the trustee bankruptcy of NNZ's rights of ownership and also to inform NNZ EXPORT BV of this. In the event of attachment, suspension of payment (whether or not provisional) or bankruptcy, the Other Party will inform NNZ EXPORT BV of this without delay and state where NNZ's goods are being kept. In that case, and if the Other Party fails to meet his obligations to NNZ, NNZ EXPORT BV is irrevocably authorised by the Other Party, without any notice of default or legal intervention being required, to enter the Other Party's location and repossess the goods that it has delivered and which belong to it.

10. Quality and quantity

- 10.1. If the quality of the deliverables is determined by their weight, the average weight of a delivery will be determinative.
- 10.2. If NNZ EXPORT BV sells used goods (or products) based on a sample, the sample will be determinative for the average quality. If more than one sample has been sent, the Other Party cannot base any claims on minor deviations in quality, size, weight and the number of mends.

- 10.3. NNZ EXPORT BV is not responsible for the colour of the goods or shades or nuances in the colour. If samples have been sent to the Other Party to show the colour, these samples are non-binding to NNZ EXPORT BV and serve merely to inform the buyer of the average quality.
- 10.4. NNZ EXPORT BV has the right to deliver goods (or products) that deviate in number, weight and size from what has been agreed if these deviations relate to no more than:
- for jute sacks and cloth: 5% in number, 5% in weight and 2 cm in length and width;
 - for new woven and knitted synthetic bags and cloth: 5% in number, 5% in weight and 2 cm in length and width;
 - for other synthetic bags and film: 5% in number, 10% in weight and 6% in length and width for sacks up to 15 cm in width and 3% in length and width for sacks wider than 15 cm;
 - for cotton sacks: 5% in number, 5% in weight and 3 cm in length and width;
 - for paper bags: 5% in number, 5% in weight, 3% in grammage and 5 mm in length and 2mm in width;
 - for synthetic rolls: 5% in number, 25% in weight for synthetic rolls with a total weight of 500 kg, 20% for synthetic rolls with a total weight of 500kg and above and 6% in roll width with a minimum of 10 mm.
- 10.5. If several goods (or products) are delivered, the average weight of each type of goods is deemed to be the normative weight for the decision on whether the deviations are within the tolerances provided for in the previous paragraph.
- 11. Complaints**
- 11.1. The Other Party is obliged to inspect the product as soon as they are delivered. In so doing the Other Party should ascertain whether the quality and quantity of the delivered goods comply with the agreements and are in conformity with the requirements agreed by the parties in that respect.
- 11.2. If the Other Party thus establishes defects or shortcomings, the Other Party must report these in writing and with details to NNZ EXPORT BV immediately upon delivery, or within eight days of delivery, in the absence of which the Other Party will be deemed to have approved the delivered goods and all claims against NNZ EXPORT BV for visible defects or shortcomings will be null and void. Consumers must report visible defects or shortcomings to NNZ EXPORT BV in writing within two months of their discovery.
- 11.3. Complaints about non-visible defects or shortcomings must be reported in writing within eight days of their discovery, in the absence of which all claims against NNZ EXPORT BV in respect of the defects will be null and void. Consumers must report non-visible defects or shortcomings to NNZ EXPORT BV in writing within two months of their discovery.
- 11.4. Complaints in respect of NNZ's invoices must be submitted in writing within eight days of the invoice date, in the absence of which the invoice will be deemed to be correct and complete and all claims against NNZ EXPORT BV in that regard will be null and void.
- 11.5. Minor deviations in execution and delivery, especially minor colour differences or minor material differences and/or errors, shall not under any circumstances be deemed to be a non-compliance with the Contract on the part of NNZ EXPORT BV or a ground for a complaint. Without prejudice to the provisions of Article 10 of these General Terms and Conditions, deviations of no more than 10% in number and/or weight shall be deemed in all cases to be minor.
- 11.6. A complaint concerning a certain delivery or form of service will not suspend the payment and other obligations of the Other Party for this and other deliveries and nor will this give the Other Party the right to apply an offset.
- 11.7. The right to complain will lapse if no claim is made within the periods laid down in this Article (or the General Terms and Conditions), and if more than 20% of the total goods (or products) delivered has been taken into use by the Other Party or (after forwarding) a third party. Furthermore, the Other Party is not authorised to sort, return and/or resell/deliver used goods (or products) on which complaints have been made without the prior consent of NNZ.
- 12. Withdrawal and dissolution**
- 12.1. Under a distance selling Contract, the Consumer has the right to withdraw the Contract without giving reasons or to dissolve it during the Cooling-off Period of fourteen days. The Cooling-off Period starts on the day after receipt of the product by or for the Consumer, or:
- i) if the consumer has ordered several goods under the same order which are separately delivered, the day on which the consumer or a third party designated by the consumer, other than the transporter, had the final goods in its physical possession;
 - ii) if the delivery of an item consists of various shipments or parts, the day on which the consumer or the third party designated by the consumer, other than the transporter, physically takes possession of the final shipment or the final part;
 - iii) for agreements on the regular delivery of goods during a certain period, the day on which the consumer or a third party designated by the consumer, other than the transporter, had the first goods in its physical possession;
- 11.2. The Consumer must inform NNZ EXPORT BV before the end of the Cooling-off Period, using NNZ's written or electronic *withdrawal form*, or using another, unambiguous written or electronic statement, of his intention to withdraw the Contract.
- 11.3. The Consumer will treat the product and the packaging with due care during the Cooling-off Period. He will unpack or use the product only to the extent that is necessary to judge whether he wishes to keep it. If the Consumer uses the product more than what is necessary to establish its nature, properties and operation, the Consumer will be liable for the depreciation in the value of the goods.
- 11.4. If the Consumer makes use of his right of withdrawal or his right to dissolve the Contract, he will return the product with all of its accessories and in its original condition and packaging to NNZ EXPORT BV within fourteen days of invoking the right to withdraw, in accordance with the reasonable and clear instructions issued by NNZ.
- 11.5. If use is made of the right to withdraw or right to dissolve as provided for in this Article, the costs of returning the goods will be for the Consumer's account.
- 11.6. If the Consumer has paid a sum of money, NNZ EXPORT BV will reimburse this amount within fourteen days of the withdrawal or dissolution.
- 11.7. NNZ EXPORT BV reserves the right to exclude the right to withdraw or dissolve if it has clearly stated this in the offer or in good time prior to the conclusion of the Contract. In addition to the goods provided for in Section 6:230p of the Dutch Civil Code, exclusion of the right to withdraw covers but is not limited to the goods:
- a) whose value depends on financial or other market fluctuations;
 - b) which have been produced by NNZ EXPORT BV in accordance with the Consumer's specifications;
 - c) that are clearly of a personal nature;
 - d) that cannot be returned owing to their nature.
- The exclusion of the right to withdraw relates at least to the services whose provision has commenced with the Consumer's approval prior to the end of the Cooling-off Period.
- 13. NNZ's liability**
- 13.1. Without prejudice to the other provisions of these General Terms and Conditions, NNZ EXPORT BV cannot be held liable for:
- a) minor imperfections and damage, such as minor colour differences that do not detract from the functional properties of the delivered goods;
 - b) minor deviations in weight, measurements and number;
 - c) damage caused by incorrect and/or incomplete information being provided by or on behalf of the Other Party;
 - d) damage caused by the Other Party's incorrect or unauthorised use of the goods;
 - e) damage caused in relation to or by goods and/or services originating from NNZ, regardless of how this damage was caused and its nature;
 - f) losses caused by late delivery, faults in the production process, faults in the operation of administrative organisations and databases or in the distribution of goods, or for losses in the form of damage or loss of data carriers or databases or losses caused by the infringement of intellectual property rights;
 - g) indirect losses, including consequential losses, loss of income, missed savings, non-economic losses, trading losses, environmental damage or other financial losses;
 - h) defects/shortcomings that cannot be imputed to NNZ EXPORT BV or to a cause that is at the risk of NNZ;
 - i) the usability and the implications of the incorrect reading (with appropriate equipment) of the codes placed on the goods packaging.
- 13.2. All liability on the part of NNZ EXPORT BV will be null and void if the goods delivered to the Other Party have been taken into use, are filled, are mixed with other goods, or if they have been processed or are (otherwise) no longer identifiable.
- 13.3. Without prejudice to the exclusions or limitations of NNZ's liability provided for elsewhere in these general terms and conditions, the liability of NNZ EXPORT BV will be limited to the repair or replacement of the delivered goods or to compensation exclusively for the direct losses related to an attributable breach of Contract up to a maximum of the invoice value for the faulty goods or services. These general terms and conditions will also remain fully in effect following re-delivery.
- 13.4. Other than in cases of intentional act or omission or gross negligence on the part of managerial personnel of NNZ, the Other Party indemnifies NNZ EXPORT BV against all claims of third parties (including claims relating to intellectual property) of any nature related to the Contract or its performance by NNZ EXPORT BV for the Other Party, with particular regard to the provision of services such as printing, copying or publishing texts, designs, posters, photographs, lithographic prints, films, computer software, databases or any other information carriers or media of any nature whatsoever or those which the Other Party issues to NNZ EXPORT BV in connection with the goods delivered or to be delivered by NNZ EXPORT BV to the Other Party.
- 13.5. In the event of NNZ's liability being insured in a given case, NNZ's liability will be limited to the amount paid out by the insurer.
- 13.6. All of the Other Party's rights of claim, including claims for damages or for the repair or replacement of goods, shall be null and void if the defect and/or the damage are reported late and will in all cases lapse one year after delivery. In the case of faults that could not be identified on delivery, the applicable period is one year after the defect manifesting itself. All of a Consumer's rights of claim against NNZ EXPORT BV shall lapse after a period of two years after the Consumer informs NNZ EXPORT BV of them.
- 14. Force majeure**
- 14.1. In the event of force majeure, NNZ EXPORT BV will be entitled - to be decided at its own discretion - either to suspend the performance of the Contract for the duration of the force majeure situation or to dissolve it in full or in part, without legal intervention being required and without NNZ EXPORT BV being obliged to pay any compensation for damages. During the period of the suspension, NNZ EXPORT BV is authorised and at the end of that period obliged to opt for the performance or the full or partial dissolution of the Contract.
- 14.2. Force majeure is defined as all independent circumstances that are beyond the control of NNZ EXPORT BV - even if they could have been foreseen when the Contract was formed - that permanently or temporarily prevent compliance with the Contract or render compliance onerous and, where not already covered by the above, war or imminent war, flooding, import and export or transport bans or other hindering measures of any authority, shipping diversions, strikes, scarcity of materials, equipment and work substances, lack of manpower and other, similar occurrences and/or serious disruptions in the business operations of NNZ EXPORT BV or one of its suppliers, the cancellation or late performance by third parties of contracts for sale concluded by NNZ EXPORT BV or the absence of required permits. The above will apply irrespective of the circumstances causing the force majeure occur in the Netherlands or in another country.
- 15. Suspension and dissolution**
- 15.1. NNZ EXPORT BV will have the right, without notice of default or legal intervention being required, either to suspend the performance of the Contract or to have it fully or partially dissolved, without being obliged to pay any compensation for damages or honour any guarantee, and without prejudice to its remaining rights, in the following cases:
- a) if the Other Party fails to meet any of its obligations under the Contract concluded with NNZ EXPORT BV or any related Contract, or fails to do so properly or in good time;
 - b) if there are good grounds to suspect that the Other Party is not or will not be able to meet its obligations to NNZ EXPORT BV and a written demand of NNZ EXPORT BV to that effect has not been met within the set term;
 - c) if upon entering into the Contract the Other Party was required to furnish security for meeting its contractual obligations and has failed to provide that or sufficient security;
 - d) in the event of the bankruptcy, suspension of payment, discontinuation, liquidation or full or partial transfer - whether or not to serve as security - of the business of the Other party, including the transfer of a significant share of its claims.
- 15.2. In each of the cases provided for above, all claims of NNZ EXPORT BV on the Other Party shall become immediately due and payable in full and NNZ EXPORT BV and its representatives will have the right to repossess the goods in question. In that case, NNZ EXPORT BV and its representatives will have the right to enter the premises of the Other Party to take possession of the goods in question. The Other Party is obliged to take the measures necessary to enable NNZ EXPORT BV to exercise its rights.
- 16. Intellectual property**
- 16.1. All information laid down in offers, quotations, designs, moulds, models, tools, images, software, drawings, etc., and the related rights of industrial and intellectual property or equivalent rights is and remains the property of NNZ, even if the Other Party has been charged for their production. The Other Party will ensure that these are never fully or partially copied and disclosed to third parties or passed on to them for inspection and that their content will not be disclosed to third parties without the prior written consent of NNZ.
- 16.2. NNZ EXPORT BV does not in any way guarantee that the goods delivered to the Other Party do not infringe any written or unwritten intellectual and/or industrial property rights of third parties.
- 17. Sales recall scheme**
- 17.1. The Other Party is obliged with regard to the goods (or products) delivered by NNZ EXPORT BV to precisely comply with its statutory and other obligations such as those provided for in (but not limited to) EC Regulation No 178/2002 of the European Parliament and Council of 28 January 2002 establishing the general principles and regulations of food legislation, establishing a European Authority for Food Safety and establishing procedures for food safety matters, as well as the rules arising therefrom.
- 17.2. The Other Party declares that it will indemnify NNZ EXPORT BV against all claims of third parties (including governmental bodies) if and to the extent that the Other Party fails to precisely comply with the rules provided for under paragraph 1.
- 17.3. If the Other Party or a third party to which the Other Party has delivered under the conditions set by NNZ EXPORT BV performs a product recall or has this done by others, NNZ EXPORT BV will be exclusively liable for all or part of the costs involved in this recall if (i) it is established that NNZ EXPORT BV is responsible for the situation that gave rise to the recall, (ii) the recall is carried out after NNZ EXPORT BV has agreed to it in writing, (iii) the recall is carried out fully in accordance with a recall plan agreed between the parties and (iv) it has been established by NNZ EXPORT BV that the Other Party has acted reasonably and professionally and has done everything it could reasonably be expected to do to limit the costs involved in the recall to as great an extent as possible.
- 17.4. The Other Party will immediately inform NNZ EXPORT BV of all intended recalls and will issue NNZ EXPORT BV with all information required by NNZ EXPORT BV on its first request to that effect.
- 17.5. The Other Party is not authorised to issue third parties with information about a recall without the prior consent of NNZ.
- 18. Applicable law and disputes**
- 18.1. All legal relationships between NNZ EXPORT BV and the Other Party are governed by Dutch law. The applicability of the Vienna Sales Convention and foreign law is specifically excluded.
- 18.2. The Dutch version of the general conditions shall take precedence at all times as regards its interpretation.
- 18.3. All disputes arising from or related to the Contract or Contracts and/or these general terms and conditions will be referred to the competent court in the Northern Netherlands district, Groningen location. However NNZ EXPORT BV is authorised at all times to refer the dispute to the court authorised to hear the dispute based on the place of establishment of the Other Party.