

GENERAL TERMS and CONDITIONS OF SALE AND DELIVERY OF ALPHENBERG B.V. in WAALWIJK

I. GENERAL PART

Article 1. Agreement and terms and conditions

- 1.1 These terms and conditions are applicable to any and all agreements to be concluded by Alphenberg B.V., hereinafter referred to as: 'Alphenberg', as also to its proposals / offers.
- 1.2 These terms and conditions consist of three parts: a general part and two special parts. The general part is always applicable. The two special parts are related to the delivery of goods without assembly respectively to the delivery of goods with assembly.
- 1.3 'Client' is understood as the recipient(s) of an offer of Alphenberg, the contractual party of Alphenberg or the party with whom Alphenberg has a different legal relationship.
- 1.4 Unless stipulated otherwise in writing, deviations from these terms and conditions are only applicable to the agreement to which they are related. The applicability of potential purchase or other terms and conditions of the client is expressly rejected.
- 1.5 If a provision of the agreement or of these terms and conditions is invalid or nullified then the remaining provisions shall remain in full force and effect and Alphenberg and the client shall enter into discussions in order to replace the invalid provision by a provision that follows the objective and the scope of the provision to be replaced as much as possible.
- 1.6 Alphenberg shall not be bound by an act, a communication or promise of an employee or representative not relevantly authorised or be deemed to have tacitly agreed with the terms and conditions used by the client or with a change of these terms and conditions / of the agreement that was not stipulated in writing.
- 1.7 Unless Alphenberg expressly communicated otherwise to the client in writing, after the conclusion of an agreement on the basis of the above the agreements deriving from the same or new agreements by and between the parties are also governed by these terms and conditions, also if the agreement is concluded afterwards by telephone, telefax or email.
- 1.8 If more than one natural and/or legal person act as the client or act in the said capacity then they are all jointly and severally liable vis-à-vis Alphenberg.
- 1.9 Alphenberg is entitled to transfer its rights and obligations pursuant to the relevant agreement as well as the title of the relevant goods to third parties. Without written consent of Alphenberg the client is not allowed to transfer its rights and obligation vis-à-vis Alphenberg to third parties.

Article 2. Offers and documentation

- 2.1 Proposals (in writing or orally), documentation, drawings and calculations supplied by or on behalf of Alphenberg are subject to contract and are made available to the best of its ability without the client being able to derive any rights from the same.
- 2.2 The offers issued by Alphenberg are subject to contract and are valid for a period of 30 days, to be calculated from the date of the offer, unless indicated otherwise.
- 2.3 If Alphenberg performed drawing and calculation work in the context of an offer and at the request of the client and an agreement is not concluded afterwards then the client is liable to pay a reasonable fee to Alphenberg for performed drawing and calculation work, which shall in any case consist of hourly compensation for work performed.
- 2.4 Offers are always based on information that was supplied by the client. If certain information that originates from the client is not (no longer) correct then this may affect the offer or the agreement concluded on the basis of it. The risk in respect of the said consequences is borne by the client.

Article 3. Agreement

- 3.1 If the offer of Alphenberg is accepted then the agreement is only concluded at the moment that Alphenberg either confirms the acceptance within a reasonable period of time or starts the implementation of the agreement. In addition, this must be understood as the effectuation of a (down) payment by the client.
- 3.2 Alphenberg cannot be held to start the implementation of the agreement other than after any and all data required for the same, including an order confirmation signed for approval by the client, are in its possession and it received the potentially stipulated payment (instalment).

II. SPECIAL PART I, Delivery of goods

Article 4. Delivery, transfer of title and risk

- 4.1 The specification of the delivery period always takes place approximately and is never a fatal deadline, unless expressly stipulated otherwise in writing. A transgression of a delivery period shall not entitle the client to compensation in any form whatsoever vis-à-vis anyone.
- 4.2 Unless expressly stipulated otherwise in writing, the warehouses of Alphenberg (in Waalwijk) qualify as the place of delivery. If it was stipulated that delivery takes place at a location to be designated by the client then the following conditions apply:
 - Alphenberg complied with its delivery obligation by offering the goods to the client once. An offer to deliver is put on par with delivery. In case of a rejection to take delivery Alphenberg shall not be held to deliver the goods other than after the client has paid the stipulated price, such including the costs incurred by Alphenberg as a result of the rejection to take delivery;
 - Alphenberg is allowed to deliver sold goods in instalments. As the occasion arises, Alphenberg shall be authorised to invoice each and every instalment separately;
 - Alphenberg shall be entitled to, without stating reasons, have the delivery take place cash on delivery;
 - Alphenberg shall with each and every change in the business situation of the client (relocation, change of the board, etc.) be entitled to, at its sole discretion, either immediately discontinue the delivery of the yet outstanding orders or require security for the settlement of the same. The same applies if unfavourable information about the client reaches Alphenberg. Moreover, Alphenberg shall not be held to deliver as long as the previous deliveries, of which the purchase price is due, have not been paid in full;
 - The client provides for the required facilities for access and transport at the delivery address;
 - Delivery takes place behind the first door on the ground floor.
- 4.3 The goods delivered by Alphenberg remain the property of Alphenberg until the client has complied with any and all of the following obligations pursuant to any agreement concluded with Alphenberg:
 - 1) The consideration for the delivered or deliverable goods;
 - 2) The potential claim on account of non-compliance by the client with an agreement (agreements) concluded (earlier).
- 4.4 Upon the conclusion of the agreement the client agrees with the applicability of the present general terms and conditions and gives Alphenberg and its authorised natural persons consent to enter its buildings and premises in order to claim its properties after having relied on the reservation of title as intended above. If Alphenberg shall be compelled to take back its properties on account of the fact that the client does not comply with its obligations then the client shall lend any and all cooperation to enable Alphenberg to enforce its reservation of title, failing which the client shall be liable to pay a contractual penalty equal to the invoice amount to which the reservation of title is related.

- 4.5 The liability and the risk in respect of the goods deliverable by Alphenberg shall transfer to the client at the moment of delivery of the said goods to the client.
- 4.6 If the situation of force majeure has lasted for more than 30 days then both Alphenberg and the client have the possibility of rescinding the agreement in writing, after which both parties shall be released from their obligations vis-à-vis each other, in consideration of the provisions regarding force majeure set forth in article 13.

Article 5. Packaging

- 5.1 Alphenberg shall package deliverable goods properly (unless the nature of the goods opposes this) and secure them in such manner that they reach their destination in a good state in case of normal transport.
- 5.2 If Alphenberg or a third party made pallets, cases, crates, containers, etc. available for the packaging and the transport – whether or not upon payment of a deposit or security deposit – then the client is held to (unless it regards single-use packaging) return the said pallets etc. to the address specified by Alphenberg, failing which the client shall compensate Alphenberg for the incurred damages.

Article 6. Intellectual property rights

- 6.1 Any and all intellectual property rights in respect of the products and/or services as well as the designs, software, documentation and any and all other materials that are developed and/or used for the preparation or implementation of the agreement between Alphenberg and the client, or those that derive from the same, are exclusively vested in Alphenberg or its suppliers. The delivery of products and/or the supply of services do not extend to any transfer of the intellectual property rights.
- 6.2 The client only acquires a non-exclusive and non-transferable right to use the products and the results of the services for the stipulated purposes. The client shall in respect of the said use comply strictly with the conditions laid down in the general terms and conditions or otherwise imposed on the client.
- 6.3 Without prior written consent of Alphenberg the client shall not disclose or reproduce the products and the results of the services in any way whatsoever, either in full or in part, or to make them available to a third party.
- 6.4 The client shall not remove or change indications of Alphenberg or its suppliers regarding copyrights, trademarks, trade names or other intellectual property rights.

Article 7. Obligation to supply information

- 7.1 On relevant demand of Alphenberg the client is held to inform Alphenberg of its correct VAT identification number, CoC number as well as the name under which the client is registered with the Tax Administration.
- 7.2 If the client communicates an address to Alphenberg in writing then Alphenberg shall be entitled to send any and all orders to the said address, unless the client informs Alphenberg in writing of a different address to which the orders must be sent.

Article 8. Prices

- 8.1 The prices specified for the offered products and services are in euros, excluding VAT, potential taxes and/or other duties, unless indicated or stipulated otherwise in writing.
- 8.2 If after the conclusion of the agreement however prior to the delivery of the goods the stipulated price is increased, either as a result of a currency revision or as a result of a change in purchase prices, salaries, wage costs, national insurance and official expenses, freight charges, insurance premiums and other costs, which are beyond the control of Alphenberg, then Alphenberg shall be entitled to pass the price increase on to the client. Only if the price increase exceeds more than 15% compared to the stipulated price shall the client be entitled to rescind the agreement by means of a written notice addressed to Alphenberg and sent by registered post within 14 days after Alphenberg has informed the client accordingly in writing.

Article 9. Security

- 9.1 Before the delivery or the continuation of the delivery or compliance with the agreement Alphenberg is entitled to on demand require, at its sole discretion, sufficient security for compliance with the obligations of the client.

Article 10. Payment

- 10.1 Payment by customers who hold their place of residence / establishment in the Netherlands takes place as follows: 30% in advance and 70% immediately after delivery. Payment by customers who hold their place of residence / establishment outside the Netherlands takes place as follows: 30% in advance prior to production and 70% prior to delivery. Payment takes place without reliance on settlement or suspension. If the client fails to pay an invoice then Alphenberg shall be entitled to discontinue the performance of the work / service up to the moment that the payable invoice, plus the amounts that Alphenberg can claim pursuant to article 10.4, has been paid.
- 10.2 Alphenberg can, anticipating the final settlement, send an invoice immediately after the completion of the work for the amount that it is undoubtedly entitled to.
- 10.3 In case of liquidation, bankruptcy / insolvency, attachment or suspension of payment of the client the claims of Alphenberg vis-à-vis the client immediately fall due.
- 10.4 If the client is in default in respect of the payment of what the client is liable to pay to Alphenberg pursuant to the agreement then the client shall effective from the due date be liable to pay a contractual interest rate of 1% per month on the same and Alphenberg shall be entitled to proceed with collection of the payable amount and the association extrajudicial collection costs shall be at the expense of the client. Alphenberg shall be entitled to set the said costs at 15% of the payable principle sum. Moreover, in derogation from the usual liquidation rate the client is held to compensate Alphenberg for any and all judicial costs.

Article 11. Description, quality and complaints

- 11.1 Alphenberg shall deliver the stipulated goods to the client according to the description, quality and quantity as outlined in the order confirmation, albeit that minor differences in colour, quality, dimensions and weights are permissible to the extent that this does not prejudice the practical value.
- 11.2 Alphenberg is entitled to make changes in the models of its goods as also to, as the occasion arises, deliver the model that replaces a model that can no longer be delivered.
- 11.3 Alphenberg exclusively guarantees that the goods are suitable for normal use as foreseen in the product description or user instructions. Alphenberg does not guarantee that the goods are suitable for the purpose for which the buyer wants to designate the same neither if the said purpose was communicated to Alphenberg.
- 11.4 The client must inspect (have inspected) the purchased goods upon delivery. In this respect the client checks:
 - 1) whether the packaging, and external condition of the goods is in order;
 - 2) whether the correct goods were delivered;
 - 3) whether the delivered goods correspond, in terms of quantity (the number and/or amount), with what was stipulated;

- 4) whether the delivered goods comply with the stipulated quality requirements, at least the requirements that can be imposed on normal use of the goods.
- 11.5 Complaints about packaging, external condition, correctness of delivered products, correctness of the number of delivered products must immediately be recorded on the consignment note / packing slip or the confirmation of receipt.
- 11.6 Complaints about the quality of the delivered goods must be communicated to Alphenberg in writing within 7 days. Complaints outside the period to submit a complaint as intended above are basically not handled in the course of which it is noted that the relevant claims of the client expire.
- 11.7 If complaints are deemed to be justified, the latter at the discretion of Alphenberg, then Alphenberg can either remedy the defects or settle the net invoice amount.
- 11.8 Complaints about invoices must also be submitted in writing and such within seven (7) days after the date of despatch of the invoices.
- 11.9 The submission of a complaint shall not release the client from its obligations on account of the agreement with Alphenberg.

Article 12. Special aspects of the deliverable goods

- 12.1 The client declares to be familiar with the fact that the features and characteristics of the goods to be delivered by Alphenberg – products of leather skins – are different from the normal standards because it regards natural products. Visible scratches, folds and colour nuances can occur on the deliverable goods (e.g. skins).
- 12.2 The client declares to be familiar with the fact that the skins originate from animals that spent their life in the wild. As a consequence scars may be visible on the skins due to insect bites, fights and obstacles like barbed wire. The relevant traces can remain visible after processing and are inherent to the product.
- 12.3 The client declares to be familiar with the fact that the colour of the sample / samples shown prior to the conclusion of the agreement may deviate from the skins to be delivered by Alphenberg. The cause of this can be found in a different in light, temperature and humidity that the animals lived in.
- 12.4 The client declares to be familiar with the fact that the skins are subject to shrinkage and expansion, inter alia caused by a change in the humidity. It regards a continuous process. The temperature for assembly / installation of the tiles covered with leather ranges between 18° C and 22° C. The humidity must fall between 40% and 60%. If the conditions deviate from this – exclusively to be determined by Alphenberg – then Alphenberg can, unfortunately, not guarantee its quality standards.
- 12.5 The client acknowledges that it cannot rely on a failure to comply with the agreement if one or more conditions as included in this article occur. Nor can the client terminate or rescind its obligations whilst relying on one or more of the conditions as described in this article.

Article 13. Force majeure and liability

- 13.1 In case of failing, late and/or improper delivery as also in case of improper functioning of the delivered goods, the client shall not be entitled to compensation and/or rescission, to the extent that there is question of force majeure on the part of Alphenberg.
- 13.2 Without prejudice to the other rights vested in the same, Alphenberg is, if it is prevented from implementing the agreement or from implementing it in a timely fashion due to force majeure, entitled to suspend the implementation of the agreement or to fully or partly rescind the agreement, at the discretion of Alphenberg, without Alphenberg being liable to pay compensation or anything else.
- 13.3 Force majeure on the part of Alphenberg includes, inter alia, if after the conclusion of the sale and purchase agreement Alphenberg is hindered in compliance with its obligations pursuant to the said agreement due to war, threat of war, civil war, riots, molestation, fire, water damage, flooding, industrial action, lock-out, blockage, import and export restrictions, official measures, defects of machinery, failures in the power supply, all at the company of Alphenberg and at third parties from whom Alphenberg must fully or partly purchase the required materials or raw materials as also during storage or during transport, whether or not in-company, and moreover due to any and all causes arising beyond the control or risk control of Alphenberg.
- 13.4 Liability of Alphenberg for indirect damages, including consequential damages, lost profit, lost savings and losses due to business interruptions, is excluded.
- 13.5 The total liability of Alphenberg on account of an imputable failure to comply with an agreement with the client is limited to the invoice amount, at least the part of the contact to which the liability is related, with a maximum of € 5,000.00, at least limited to the amount for which Alphenberg is maximally insured.
- 13.6 The liability of Alphenberg on account of an imputable failure to comply with an agreement only arises if the client has forthwith given Alphenberg proper written notice of default in the course of which a reasonable period is provided to remedy the failure and Alphenberg also imputably fails to comply with its obligations after the said period. The notice of default must contain a description of the failure that is as detailed as possible in order that Alphenberg is able to react adequately.
- 13.7 In this respect the client indemnifies Alphenberg against any and all claims of third parties with regard to the goods delivered by Alphenberg.

Article 14. Rescission

- 14.1 Alphenberg is entitled, without prejudice to its rights to compensation for costs, damages and/or interest, to rescind the agreement with immediate effect, either in whole or in part, without notice of default or judicial intervention, if:
- the client was granted suspension of payment;
 - a winding-up / bankruptcy petition was filed in respect of the client;
 - the client passes away or is subject to a guardianship order;
 - the client proceeds with discontinuation, liquidation or transfer of its business or proceeds with a change of the corporate objectives of its business;
 - an attachment is imposed on all or a part of the assets of the client;
 - the client does not comply with an obligation pursuant to the agreement or a statutory obligation;
 - the client fails to pay an invoice amount or a part of it within the relevantly imposed time limit.

Article 15. Right to suspend

- 15.1 If and as long as the client does not comply with an obligation that derives from the agreement concluded with Alphenberg or a related agreement, or not properly or not in a timely fashion, then Alphenberg is entitled to suspend compliance with its obligations pursuant to the agreement.

Article 16. Cancellation

- 16.1 If a contract accepted by Alphenberg is cancelled by the client then Alphenberg is entitled, provided that the said cancellation is accepted by the same, to charge a fixed compensation of 30% of the invoice amount plus the potential costs charged to Alphenberg by suppliers.
- 16.2 The client indemnifies Alphenberg against recourse claims of resellers of Alphenberg products, on any account whatsoever and more in particular on account of product liability.

Article 17. Personal data

- 17.1 Alphenberg complies with the statutory rules with regard to the protection of personal data as laid down in the Dutch Personal Data Protection Act. If the client wants to be informed of his / her / its personal data or wants to have these corrected or deleted then the client can contact Alphenberg about this. Alphenberg shall provide the client with the requested information and, if so required by the client, adjust the data about the client.
- 17.2 The data made available by the client are used by Alphenberg to process the agreement. The data are included in a file.

SPECIAL PART II – Delivery of goods with assembly

If the parties, apart from the delivery of goods, also stipulated assembly or other installation activities to be performed by Alphenberg or one of its subcontractors then in addition to the General Part and Special Part I the provisions set forth below regarding Special Part II are also applicable.

Article 18. Obligations of the client

- 18.1 The client is held vis-à-vis Alphenberg to enable the performance of the work within the normal working hours of Alphenberg and under conditions that comply with the statutory safety requirements and official rules.
- 18.2 The client ensures that Alphenberg can dispose of the approvals required for the work in a timely fashion (e.g. permits and exemptions) and of the data to be provided by the same for the work.
- 18.3 The client provides the connection possibilities for the benefit of the power required for the work and the relevant testing in a timely fashion. The costs of the required power are at the expense of the client.
- 18.4 The client must see to it that activities (e.g. structural activities) and/or deliveries to be performed by third parties that do not belong to the work of Alphenberg are performed in such manner and in such timely fashion that the performance of the work is not delayed by it. If a delay as intended in this article nonetheless occurs then the client must immediately inform Alphenberg accordingly.
- 18.5 To the extent that it was stipulated that Alphenberg installs (leather) tiles on the mantel of a (open) fireplace or otherwise on a surface that otherwise warms up due to the presence of a (open) fireplace or furnace then the client commits vis-à-vis Alphenberg to install heat-resistance sheets that must comply with the quality requirements imposed on the same by Alphenberg. If the (leather) tiles to be installed by Alphenberg detach from the surface due to the available (open) fireplace / furnace and the heat produced by the same then Alphenberg cannot be held liable for the same and the client must indemnify Alphenberg against potential damages of third parties that consequently arise.
- 18.6 If the start and the progress of the work are delayed by circumstances for which the client is responsible then Alphenberg must be compensated for its damages deriving from the same by the client.
- 18.7 The client follows the instructions given by Alphenberg, subject to forfeiture of any (warranty) claim.
- 18.8 The client bears the risk for damages to and loss of materials, parts or tools that were introduced at the work, if and to the extent that the client is responsible for the safeguarding of the same.
- 18.9 The client bears the risk for damages caused by defects or unsuitableness of goods that originate or were prescribed by the same or that must be purchased from a prescribed supplier and for the failing or late delivery of the said goods.
- 18.10 The client bears the risk for damages caused by mistakes or defects in the drawings, calculations, constructions, specifications and implementing rules supplied by the same.
- 18.11 The client bears the risk for improper compliance with the agreement that can be blamed on the auxiliary persons prescribed by the same.
- 18.12 The client bears the risk for damages that can be blamed on unlawful acts of subcontractors and auxiliary persons.
- 18.13 The client bears the design risk, if and to the extent that the design was approved by the same.
- 18.14 The client indemnifies Alphenberg against any and all claims of third parties in connection with damages that remain at the expense of the client pursuant to these terms and conditions, including damages as a result of infringements of intellectual and industrial property rights.
- 18.15 The client permits Alphenberg to place name signs and advertising at the work site or on the work.
- 18.16 The client is held to provide sufficient security in the form of a bank guarantee or prepayment for compliance with its obligations vis-à-vis Alphenberg as soon as Alphenberg requires this.

Article 19. Completion

- 19.1 The stipulated delivery period shall be observed as much as possible but it does not qualify as a fatal deadline. In case of a transgression of the delivery period, Alphenberg shall enter into discussions with the client.
- 19.2 The inspection for the benefit of the completion of the work takes place following a written or oral request of Alphenberg addressed to the client in which Alphenberg communicates on what day the work shall, at its discretion, have been completed.
- 19.3 The inspection takes place within eight days after the day as intended in article 19.2. The day and time of the inspection are communicated to Alphenberg in a timely fashion and, where possible, at least three days in advance, in writing.
- 19.4 After the work has been inspected Alphenberg is informed in writing within eight days whether or not it is approved, in the latter instance with reference to the defects that give cause to the rejection of the approval. If the work is approved then the day that the relevant communication is sent to Alphenberg is qualified as the day of approval.
- 19.5 The work is deemed to have been approved:
- on the 8th day after the day as intended in article 19.2 if the inspection did not take place within 8 days thereafter;
 - on the 8th day after the inspection if in advance a written communication as to whether the work is approved or not was not received by Alphenberg;
 - as soon as the client informs Alphenberg that it deems the work to have been completed;
 - as soon as the work is put into use.
- 19.6 In instances where the previous paragraph is not applicable a period to submit a complaint of 7 days applies to visible defects. If the client does not submit a written complaint to Alphenberg within 7 days after delivery then the client forfeits its relevant claims.
- 19.7 Minor defects, which can suitably be remedied within 30 days after the inspection, shall not give cause to rejection of the approval. Alphenberg is held to remedy the defects as intended in this paragraph as soon as possible.
- 19.8 This article is equally applicable to a re-inspection after rejection of approval.
- 19.9 In case of a re-inspection any and all defects other than those that were communicated to Alphenberg in accordance with paragraph 4 can only give cause to renewed rejection of approval if they only manifested themselves after the previous inspection.
- 19.10 The day that the work is or is deemed to have been approved is qualified as the day that the work was completed.

Article 20. Contract additions and reductions

- 20.1 Settlement of contract additions and reductions takes place:
- in case of a change in the contract or the conditions for implementation, if Alphenberg pointed the client to the need for the price increase deriving from the same, unless the client should have understood the said need of its own accord;
 - if after the conclusion of the agreement, cost-increasing circumstances arise or come to light, which cannot be blamed on Alphenberg;
 - in case of a difference in the amounts of the provisional items and estimated quantities;
 - in the instance where settlement as contract addition or reduction is prescribed in the agreement.

- 20.2 If the total of the contract reductions exceeds the contract additions then Alphenberg shall be entitled to an amount equal to 15% of the difference of the said totals.
- 20.3 If there is no written agreement for contract additions and reductions then it is assumed to have been stipulated, without prejudice to the right of the parties to repudiate the said assumption.

Article 21. Liability for assembly or installation activities

- 21.1 Alphenberg is insured against damages that it inflicts on people and /or property during the performance of the activities. The liability of Alphenberg is limited to the maximum that the liability insurance taken out by the same entitles to. If so requested, Alphenberg shall provide the client with a copy of the policy. If the insurer, as the occasion arises, does not proceed with payment or if damages are not covered by the insurance then the liability of Alphenberg shall be limited to the invoice amount, at least that part of the contract to which the liability is related, with a maximum of € 5,000.00.
- 21.2 After the completion of the work pursuant to article 19 Alphenberg shall no longer be liable for potential shortcomings of the same, barring latent defects.
- 21.3 A latent defect is a defect that the client could or should not reasonably have detected despite inspection of the work upon completion. If this kind of defect manifests itself then the client must submit a claim to Alphenberg in writing within 14 days after the discovery of the same, subject to forfeiture of its claims.
- 21.4 Alphenberg shall never be liable for indirect damages, including consequential damages, lost profit, lost savings and losses due to business interruptions, damages resulting from claim of buyers of the client, mutilation or loss of data and damages related to the use by Alphenberg of goods, materials or software of third parties prescribed by the client.
- 21.5 The liability of Alphenberg on account of an imputable failure to comply with the agreement shall in all instances only arise if the client forthwith gives Alphenberg proper written notice of default in the course of which a reasonable period is granted to remedy the failure and Alphenberg also fails to comply with its obligations after the said period.
- 21.6 Condition for the occurrence of a right to compensation is always that the client reports the damages to Alphenberg in the best possible way after the occurrence of the same. Each and every claim for compensation vis-à-vis Alphenberg expires if the client did not file the same at the competent authority within twelve months after the written notice.
- 21.7 Alphenberg shall not be liable for inflicting damages to cables, pipes and wires if and to the extent that the data supplied to the same by or on behalf of the client regarding the location of the same contain obscurities or are incomplete. Nor shall Alphenberg be liable if the presence or location of the same was not communicated to the same by the client.
- 21.8 The client indemnifies Alphenberg against claims of third parties on account of damages, including damages as a result of infringement of intellectual and industrial property rights, for which Alphenberg shall not be liable pursuant to these terms and conditions.

Article 22. Disputes

- 22.1 The present article applies to all parts of the general terms and conditions.
Dutch law is applicable to any and all obligations between Alphenberg and the client to which these terms and conditions are applicable.
- 22.2 The applicability of the Vienna Sales Convention is excluded.
- 22.3 The court in the place of establishment of Alphenberg is competent in respect of disputes. In case of disputes that derive from an agreement to which these terms and conditions are applicable between Alphenberg and a client who is a natural person, who does not act in the course of a business or profession, the court in the place of residence or the actual domicile of the said client is also competent.