

ARTICLE 1. DEFINITIONS AND INTERPRETATION

1. For the purpose of these GTC and all related documents, the capitalized terms as defined below in alphabetical order shall have the following meanings whereby these terms may be used in the singular or the plural form and vice versa, as the context so requires:

'Affiliated Company' means, with respect to the Party to which it refers, a (legal) entity that is affiliated with, or that directly or indirectly controls, is controlled by or is under common control with, such Party. 'Control' meaning the ownership of 50% (fifty percent) or more of the share capital or the right to exercise 50% (fifty percent) or more of the voting rights in the appointment of the directors of such company, firm, partnership or other legal entity, but any such legal entity shall be deemed to be an Affiliated Company only as long as such liaison exists.

'Agreement' the agreement concerning the sale and delivery of Products concluded in writing between FOCUS and Customer of which these GTC form an integral part, including all appendices, subsequent amendments thereof and/or addenda thereto as may be agreed upon in writing between FOCUS and Customer.

'Agreement Price' the total amount of the consideration as specified in the Agreement which is payable by Customer to FOCUS for the sale and delivery of Products.

'Confidential Information' the Agreement, its terms and execution, as well as all information and know-how (including but not limited to Intellectual Property Rights) furnished by a Party to the other in any form whatsoever or otherwise coming to a Party's knowledge in connection with the performance of the Agreement and all data derived directly or indirectly from such information and all warranty claims, if any, which may arise under the Agreement.

'Customer' the firm or company named as such in the Agreement.

'FOCUS' Focus Technologies B.V., a company organized and existing under the laws of the Netherlands, with its registered seat and its official address at (5657 EW) Eindhoven, at Flight Forum 3360, the Netherlands and any of its Affiliated Companies.

'Force Majeure' includes, but is not limited to, Act of God, directive of Government or of persons purporting to act therefore, legislation, war, civil disturbance, fire, drought, failure of power supply, explosion, riot, disturbances or standstill of essential production equipment, flood, earthquake, lock-out, transportation issues, shortage of essential raw materials, strike or other action taken by employees in contemplation of or furtherance of a trade dispute or owing to any liability to procure materials or force majeure of any other nature, including non- or late delivery due to non- or late fulfilment of obligations of subcontractors of FOCUS or transportation companies engaged by FOCUS and/or solvency and/or liquidity issues and/or bankruptcy of third parties engaged by FOCUS, in so far as any of these circumstances prevent FOCUS' performance of the Agreement.

'GTC' these general terms and conditions of sale and delivery for Products of FOCUS.

'Intellectual Property Rights' registered and unregistered intellectual and industrial property rights and applications, including but not limited to patent rights, trademark rights, database rights, design rights, inventions, processes, formulae, copyrights, business and product names, logos, slogans, trade secrets, industrial models, processes, designs, methodologies, software (including all source codes) and related documentation, technical information (including, without limitation, information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions), manufacturing, engineering and technical drawings, know-how and information, copies and tangible embodiments of all the foregoing, in whatever form or medium and any moral rights and the like associated therewith.

'Offer' each offer concerning the sale and delivery of Products issued by FOCUS to Customer in writing.

'Party' each of FOCUS and Customer separately.

'Parties' FOCUS and Customer together.

'Products' the product(s), equipment and related goods (including software) as specified in the Agreement.

'Purchase Order' a written purchase order issued by Customer for the

purchase of Products, by virtue of which FOCUS shall deliver Products to Customer, including any annex, addition or modification thereto.

'Specifications' the detailed specifications, descriptions and drawings of Products agreed upon between the Parties and specified and defined as such in the Agreement.

2. The headings of these GTC are for ease of reference only and are not intended to qualify the meaning of any article or section thereof.

3. References to words denoting any gender shall include all genders.

4. Any undertaking by a Party not to do an act or thing shall be deemed to include an undertaking not to permit or suffer such act or thing to be done by another person.

5. References to the Parties include their respective successors in title and permitted assigns.

6. In these GTC the term 'in writing' includes by regular post, e-mail and any other electronic communication device customary in the market.

7. Terms and expressions of law and of legal concepts as used in this GTC have the meaning attributed to them under the laws of the Netherlands and should be read and interpreted accordingly.

ARTICLE 2. APPLICABILITY OF THE GTC

1. These GTC apply to all Offers, Purchase Orders and Agreements as well as to all related legal acts of the Parties.

2. The applicability of Customer's general purchase or other conditions is expressly rejected.

3. A failure by FOCUS to exercise or a delay in exercising a right or remedy provided by these GTC or by law does not constitute a waiver of that right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by these GTC or by law by FOCUS prevents further exercise of that right or remedy or the exercise of another right or remedy.

4. If one or more provisions of these GTC shall be found, by a court with jurisdiction, to be illegal, invalid or unenforceable, it shall not affect the legality, validity or enforceability of any of the remaining provisions of these GTC. The Parties agree to attempt to substitute for any illegal, invalid or unenforceable provision a legal, valid or enforceable provision that achieves to the greatest extent possible the objectives of the illegal, invalid or unenforceable provision.

5. These GTC do not derogate from FOCUS' statutory and common law rights, but are in addition thereto.

7. In the event of any contradictions between these GTC and the Agreement, the terms of the Agreement shall prevail.

ARTICLE 3. OFFERS, AGREEMENTS AND NOTIFICATIONS

1. All Offers of FOCUS are non-binding and, unless otherwise declared by FOCUS in writing, valid for a period of 30 (thirty) days after the date thereof. FOCUS reserves the right to withdraw or change its Offers without compensation as long as Customer did not issue a Purchase Order yet.

2. No Purchase Order shall be binding on FOCUS unless it has been confirmed by FOCUS in writing. Such Purchase Order confirmation shall constitute an Agreement.

3. If a Purchase Order is placed by Customer without a prior Offer and Customer takes delivery of the Products, this shall in any case constitute as Agreement under these GTC and as a confirmation of the Purchase Order. Additional arrangements shall require the written approval of FOCUS.

4. Customer cannot derive any rights from oral commitments of FOCUS, unless and to the extent those are confirmed in writing by FOCUS.

5. All notifications relating to the Agreement shall be made in writing.

ARTICLE 4. SUSPENSION AND DISSOLUTION

1. FOCUS shall at all times be entitled to suspend the fulfilment of its obligations under the Agreement or to dissolve the Agreement, in the event that:

(i) Customer does not timely and fully fulfil its obligations under the Agreement;

(ii) FOCUS learns of circumstances giving good ground to fear that Customer will not timely and fully fulfil its obligations under the Agreement. In such event suspension of the Agreement by FOCUS shall only be allowed in so far the shortcoming justifies such action;

(iii) Customer has been requested to furnish adequate security to guarantee the fulfilment of its obligations under the Agreement pursuant to **article 8.7** and this security is not (sufficiently) provided.

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2. FOCUS shall furthermore be entitled to dissolve the Agreement if circumstances arise of such nature that fulfilment of FOCUS' obligations becomes impossible or can no longer be expected in accordance with the requirements of reasonableness and fairness.

3. If the Agreement is dissolved pursuant to **article 4.2** above, FOCUS' claims against Customer shall be forthwith due and payable. If FOCUS suspends fulfilment of its obligations, it shall retain its rights under the applicable law and the Agreement.

4. Notwithstanding the foregoing sub clauses of this **article 4**, FOCUS shall always retain the right to claim damages in case of suspension or dissolution.

ARTICLE 5. MEASUREMENTS, WEIGHTS, IMAGES AND TECHNICAL DATA

The measurements, weights, dimensions, capacities, prices, technical data and images set out in FOCUS' catalogues, website, stock lists and other advertising material are approximate only. These data are not binding, except in so far as they are expressly guaranteed in the Agreement.

ARTICLE 6. AGREEMENT PRICE

1. As consideration for the sale and delivery of the Products under the Agreement Customer shall pay FOCUS the Agreement Price, which is calculated as specified in the Agreement.

2. Unless explicitly stated otherwise, the Agreement Price is always stated exclusive VAT and other government levies, as well as of other expenses to be made within the scope of the Agreement, including costs of packaging, which shall be added to the Agreement Price and detailed separately on each invoice.

3. If taxes, levies or import duties -which will increase prices- are introduced or changed by any government measure, or other government measures are effected after the Agreement is concluded which result in an increase in the cost of Products to be delivered under the Agreement, FOCUS shall have the right to pass on this cost increase.

ARTICLE 7. CHANGES AND ADDITIONAL DELIVERY

1. If on the instructions of, or in agreement with, Customer any change is made, any additional Products are delivered that are not included in the Agreement, the extra costs thereby incurred shall be charged by FOCUS to Customer as additional work at the then applicable charging rates. FOCUS is not obliged to honour a change request and may require that a separate agreement will be concluded for the purpose.

2. Insofar a fixed Agreement Price has been agreed for, FOCUS shall on request inform Customer in writing about the financial consequences of the additional provisions of Products as referred to in this **article 7**.

ARTICLE 8. PAYMENT

1. Unless explicitly agreed upon otherwise between Parties in writing, Customer shall pay FOCUS' invoices in Euro and in full without discount, withholding, set-off or counterclaim by means of transfer to the bank account of FOCUS within 14 (fourteen) days after receipt of the respective invoice.

2. Contestation of an invoice by Customer shall not suspend the fulfilment of its payment obligations.

3. Customer is only entitled to offset- or retention rights if Customer's counterclaims are legally established, uncontested or recognized by FOCUS. Moreover, Customer shall only be entitled to retention rights in relation to the original Agreement.

4. In the event that Customer fails to timely fulfil its payment obligations, Customer shall be in default by operation of law and owe an interest charge equal to the statutory interest rate, however the interest rate owed shall in no event be lower than an interest of 1% (one per cent) per month on the amount due and payable. The interest on the amount due and payable shall be calculated as from the date Customer is in default. The foregoing shall be in addition to and not in lieu of any other rights and remedies FOCUS may have at law or in equity for such default.

5. All judicial and extrajudicial costs related to the enforcement and collection of payments due by Customer to FOCUS and not received in time, shall be borne by Customer.

6. In the event that: **a)** Customer's company is wound up; **b)** Customer's company is attached; **c)** Customer's company is declared bankrupt; and/or **d)** a suspension of payment is granted to Customer; FOCUS' payment claims against Customer shall forthwith become due on FOCUS' demand.

7. If Customer does not properly fulfil its payment obligations, as well as in

the event that FOCUS for any reason whatsoever deems that Customer will not properly fulfil its payment obligations, FOCUS may at all time require adequate security from Customer such as a bank or performance guarantee for the proper fulfilment of Customer's payment obligations and suspend the delivery of Products until such adequate security has been received. Customer shall provide FOCUS with any such requested adequate security at FOCUS' first request. If the suspension lasts for more than 30 (thirty) days and Customer does not provide FOCUS with such adequate security within this term, FOCUS shall be entitled to terminate the Agreement.

ARTICLE 9. DELIVERY OF PRODUCTS

1. Unless otherwise agreed in writing, FOCUS shall deliver the Products according to the Incoterm "Ex Works" (Incoterms 2010 or any later version thereof), on the delivery date or within the delivery term set out in the Agreement. Upon such delivery, the risk of loss of, or damage to the Products shall transfer from FOCUS to Customer.

2. If Customer refuses to take delivery of the Products, delivery has been proved impossible or Customer fails to provide FOCUS with the information or instructions necessary for the delivery to be carried out, FOCUS shall be entitled to: **a)** store the Products at Customer's risk and expense; or **b)** withdraw from the Agreement; and **c)** claim damages from Customer for non-performance.

3. If FOCUS has given a date or term of delivery it shall only be indicative and never constitute a term to be observed on penalty of forfeiture of rights. However, FOCUS shall at all times use its reasonable efforts to deliver the Products on time. If FOCUS expects a delivery term to be exceeded, it shall forthwith notify Customer thereof in writing. In such case, FOCUS shall use its reasonable efforts to deliver Customer the Products as soon as possible and keep Customer updated of the situation.

4. A failure to deliver the Products on time does not entitle Customer to suspend or fail to comply with its contractual obligations or to claim damage.

5. The delivery term commences once FOCUS has received all information required for such delivery from Customer and all other necessary conditions for performance of the Agreement have been fulfilled.

6. Unless otherwise agreed upon in writing, FOCUS shall be entitled to deliver the Products in partial shipments.

ARTICLE 10. INSPECTION AND ACCEPTANCE

Upon delivery Customer shall carry out an inspection of the Products to check weight, length and width as stated in the Agreement. Confirmation and any apparent damage to Products shall then be noted. Products shall be considered automatically accepted upon delivery to Customer, if Customer fails to make any comments in writing in respect thereof not later than 3 (three) days after their delivery and before Products undergo any further processing. No claim shall be accepted by Seller in respect of any defect, deficiency and/or failure of Products to meet the Specifications which a reasonable inspection should have revealed but for which said inspection was not made.

ARTICLE 11. EXPORT CONTROL

1. The delivery of the Products may be subject to laws, customs and export control regulations of the European Union. Each Party shall comply with such laws, customs and regulations and shall not export Products without first obtaining all required governmental authorizations or licenses. Notwithstanding anything to the contrary in these GTC or any Agreement, FOCUS shall in no event be obliged to deliver any Products or perform any of its obligations under these GTC or any Agreement until the required approvals relating to the export regulations abovementioned have been obtained.

2. Each Party agrees to provide the other Party with such information and assistance as may reasonably be required by the other in connection with securing such authorizations or licenses, and to take timely action to obtain all required support documents. FOCUS shall be entitled to terminate the Agreement or part thereof, if the respective necessary approval(s) according to the applicable export regulations cannot be obtained within a reasonable time period.

ARTICLE 12. WARRANTY

1. During 24 (twenty four) months following the acceptance of the Products (as set out in **article 10**) Customer can require demonstrable defects in material and construction of the Products to be remedied. During this period

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FOCUS shall be obliged to make efforts to remedy the reported failures, if possible, to the extent that the Products does not comply with the Specifications.

2. Customer shall reimburse FOCUS for any expenses incurred by FOCUS in connection with the examination and repair of defects other than those undertaken by FOCUS by virtue of this **article 12**, as well as for the extra expenses incurred by FOCUS from a delay in dealing with the defects as referred to in this **article 12** owing to incorrect or incomplete information supplied by Customer.

3. If so requested in writing by FOCUS, Customer shall return the Products to FOCUS in accordance with FOCUS' requirements.

4. FOCUS' obligations pursuant to **article 12.1** shall not apply:

- a) in the event of bad or improper use of the Products, as well as if the Products are used other than in the necessary ambient conditions;
- b) under circumstances arising from outside causes;
- c) in situations arising from changes made - or attempts to make changes - in or repair work done to the Products other than by FOCUS;
- d) in cases where Customer has not (yet) or not properly or timely complied with any obligation arising from the Agreement;
- e) if the defects have not been reported timely to FOCUS, which means, at latest 7 (seven) days after the expiry of the period referred to in **article 12.1**;
- f) if the defects are due to products of third parties supplied or used by FOCUS at the request of Customer;
- g) Customer's non-observance of FOCUS' instructions with respect to the Products.

5. FOCUS' obligations pursuant **article 12.1** shall include remedying of defects, if possible, through reparation or replacement of faulty (part of the) Products, at FOCUS' option. Unless stated otherwise in these GTC, FOCUS shall not be obliged to make any further effort or indemnification, whichever shall be applicable, in connection with defects.

6. FOCUS shall not warrant any new parts that may have been supplied by FOCUS in replacement of faulty ones in case that the warranty period of the supplied Products pursuant to **article 12.1** has expired.

ARTICLE 13. RETENTION OF TITLE

1. FOCUS retains ownership of the delivered Products, including designs, sketches, drawings, films, software, (electronic) files, and so forth, until the date on which Customer has completely fulfilled its payment obligations under the Agreement. However, if and to the extent that this would be in favour of FOCUS, shall be deviated from the previous regime pursuant to article 10:128 paragraph 2 DCC, stating that the legal consequences of a retention of title intended for export shall be governed by the law of the state of destination, if under such law the property rights do not cease to have effect, until the Agreement Price is paid in full.

2. Until full payment of the Agreement Price, Customer shall not be authorised to pass on Products to third parties for their use, to hire them out, pledge them, transfer title or otherwise to dispose of them or encumber them. However, as long as Customer is not in default and provided that it reserves its property rights, Customer is exclusively entitled to resell Products in the ordinary course of business.

3. Customer shall at its own expense insure the Products subject to retention of title and keep them adequately insured against all types of damages with an insurance company of financial repute, until Customer has completely fulfilled its payment obligations. FOCUS shall be the beneficiary of any indemnity which might be paid by the insurance company. On the request of FOCUS Customer shall make the respective insurance policy available for inspection as well as evidence of the payment of the insurance premiums.

4. If third parties seize Products subject to retention of title or wish to establish or assert a right to such Products, Customer shall forthwith inform FOCUS thereof.

5. In the event that FOCUS wishes to exercise its ownership rights under this **article 13**, Customer shall give FOCUS or third parties appointed by FOCUS, now for then, unconditional and irrevocable permission to access all of the locations where the Products are located in order for FOCUS to take them back.

6. Demand for, or recovery of, Products or documents of title by FOCUS shall not of itself discharge Customer's liability to pay the whole of the Agreement Price and take delivery of Products or FOCUS' right to sue for the whole of the Agreement Price. FOCUS shall however in such case be entitled to dispose of said Products or to terminate the Agreement without any liability towards Customer.

7. Customer shall inform FOCUS without delay regarding any obligation to register a retention of title in an official register or any other formal obligation necessary for the retention of title to be valid in the country where Products shall be delivered. Customer shall at its own costs fully cooperate, assist and give all consents to FOCUS regarding any formal obligation necessary to achieve a valid retention of title.

8. If the laws of the country in which Products are located after delivery do not permit FOCUS to retain the title to said Products, but allow the retention of similar rights to the delivered Products, Customer shall provide FOCUS with such other equivalent right and shall assist FOCUS in the fulfilment of any form requirements necessary for such purpose.

ARTICLE 14. LIABILITY

1. FOCUS' total liability due to an attributable failure in the performance of the Agreement or on any legal basis whatsoever, expressly including each failure to fulfil an obligation as set out in **article 12**, shall be limited to compensation for direct damage or loss up to a maximum of the Agreement Price. However, if the loss or damage is covered by FOCUS' commercial liability insurance, the liability shall never amount to more than the amount actually paid out by the insurer.

2. FOCUS shall not in any event be liable for indirect damage, including but not limited to, consequential damage, loss of profit, lost savings and damage due to business stagnation.

3. The limitations and exclusions of liability set out herein do not apply in the event that the damage is caused by wilfulness, gross fault or gross negligence on the part of FOCUS.

ARTICLE 15. LAPSE OF RIGHTS

Legal claims pursuant to the Agreement or unlawful acts must be instituted by Customer within 1 (one) year of the right to the claim coming into force, in the absence of which the legal claim shall lapse.

ARTICLE 16. INTELLECTUAL PROPERTY RIGHTS

1. Customer acknowledges that FOCUS retains ownership of any Intellectual Property Rights in the Products, and in any plans, simulation models, Specifications, test models, images, schedules, designs, sketches, drawings, films, software and other material or (electronic) files (the "Information") made available or produced as part of the Products and that Customer shall have no rights of exploitation thereof, irrespective of the fact whether they have been handed over to Customer or via Customer to third parties and irrespective of whether FOCUS charged Customer for the production of such materials.

2. Unless the nature of the Information provided by FOCUS to Customer dictates otherwise, the Information shall be destined to be used by Customer exclusively and shall not be copied or otherwise reproduced, publicly disclosed or disclosed to third parties by Customer without FOCUS' prior written consent. Further, Customer may not use any part of the techniques illustrated in such Information to reverse engineer and/or to improve its own products. Customer shall return the Information at the FOCUS' first request.

3. Customer will not attempt to seek or claim any interest in FOCUS' Intellectual Property Rights, or assist any other party to assert any interest in FOCUS' Intellectual Property Rights. Customer acknowledges that any improvement or enhancement of FOCUS' Intellectual Property Rights which may result from work performed by Customer shall remain the exclusive property of FOCUS and Customer irrevocably assigns to FOCUS all right, title and interest Customer may have in any improvements or enhancements, to FOCUS' Intellectual Property Rights. Customer will not hinder FOCUS in any application or other measure taken by FOCUS to protect or exploit improvements to FOCUS' Intellectual Property Rights. FOCUS shall have the exclusive right to file patent applications, in its own name or in the name of a third party designated FOCUS, for inventions made as part of carrying out of the Agreement and Customer shall give its full co-operation with respect to such patent applications.

4. FOCUS reserves the right to use the knowledge gained by the execution of the Agreement for other purposes, in so far no Confidential Information of Customer shall be disclosed to third parties.

ARTICLE 17. DATA

The Parties shall at all times comply with any obligations under Dutch laws regarding personal data protection and any other relevant (national, European and international) personal data protection regulations (the

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“Privacy Laws”) that are applicable to the execution of the Agreement. Both Parties shall (i) take appropriate security measures to protect the confidentiality of the (personal) data provided by the other Party, (ii) inform the other Party, on such Party’s request, about the security measures taken in respect to the foregoing, and (iii) notify the other Party of any breach of personal data in accordance with and within the timeframe stipulated in the Privacy Laws. If applicable, the Parties shall enter into a data processing agreement.

ARTICLE 18. FORCE MAJEURE

1. FOCUS shall not be liable for any failure to fulfil any terms of the Agreement to the extent that such fulfilment has been delayed, hindered, interfered with or prevented by any circumstance whatsoever which is not within its reasonable control and which amounts to an act of Force Majeure.
2. FOCUS shall inform Customer of all circumstances and particulars which prevent FOCUS from performing its obligations under the Agreement. FOCUS shall consult Customer about the measures to be taken in order to limit the consequences of the situation of Force Majeure to a minimum and to safeguard the execution of the Agreement.
3. FOCUS shall exert its reasonable efforts to cure any event of Force Majeure to the extent that it is reasonably possible to do so and may at its option suspend performance of the obligation affected by the Force Majeure during the period such Force Majeure continues, without incurring any liability on account hereof.
4. If the Force Majeure continues for a period of more than 3 (three) consecutive months, either Party shall be entitled to terminate the Agreement by written notice to the other Party.

ARTICLE 19. SECRECY

1. The Parties shall be bound to secrecy of all of each other’s Confidential Information and shall use the same solely for the purposes of performing the Agreement. Customer is explicitly forbidden to reverse engineer, decompile, modify, disassemble or otherwise attempt to discover or make derivative works of the Products or underlying ideas by any means whatsoever, directly or indirectly, or disclose any of the foregoing.
2. The Parties will cause their officers, directors, employees, agents and Affiliated Companies to abide by the terms of this **article 19**. Each Party will be responsible for any breach by its officers, directors, employees, agents and Affiliated Companies of this **article 19**.
3. Information will not be regarded as confidential if it: **i)** is already known to the receiving Party as of the date of disclosure under the Agreement; **ii)** is already in possession of the public or becomes available to the public other than through breach of this **article 19** by the receiving Party; **iii)** is required to be disclosed under any applicable law, court order or direction, or governmental or regulatory authority regulation, rule or requirement; **iv)** is acquired lawfully from a third party which is not subject to any confidentiality obligation towards the disclosing Party; **v)** was independently developed by the receiving Party without use of or reference to the Confidential Information of the other Party.
4. In the event that the receiving Party becomes aware that **article 19.3 iii)** may or does apply, it will give the disclosing Party prompt notice of that fact – to the extent lawful to do so – in order for the disclosing Party to seek an appropriate remedy to prevent such disclosure. Furthermore, the receiving Party will take such measures as the disclosing Party reasonably requires for any such prevention and will keep the disclosing Party promptly and fully informed of all developments relating to any potential disclosure, one and another to the extent this is lawful to do so. The receiving Party shall at all times bear the burden of proof relating to the above exceptions.
5. Upon acceptance by Customer of the Products or upon termination or dissolution of the Agreement, whichever is earlier, Customer shall, on demand and as soon as is reasonably possible return all Confidential Information to FOCUS.

ARTICLE 20. ASSIGNMENT AND SUBCONTRACTING

FOCUS is at all times entitled to assign all or part of its rights and/or obligations under the Agreement to an Affiliated Company or third party.

ARTICLE 21. NON-EMPLOYMENT OF FOCUS’ PERSONNEL

Throughout the term of the Agreement and for a period of 1 (one) year following the termination thereof, Customer shall not in any way hire or employ in any other way, be it directly or indirectly, staff of FOCUS, FOCUS’

Affiliated Companies or of enterprises whom FOCUS has engaged to execute the Agreement and who are/were involved in the execution thereof, without prior written consent of FOCUS on this matter.

ARTICLE 22. APPLICABLE LAW AND DISPUTES

1. These GTC are construed in accordance with and governed exclusively by the laws of the Netherlands. The applicability of the 1980 Vienna Sales Convention is hereby excluded, as well as any other present or future terms of any international convention governing the purchase of moveable property, insofar as such terms can be excluded.
2. In case of any disputes arising out of or relating to these GTC or the Agreement, the Parties shall endeavour to settle such disputes amicably. If the Parties are unable to, the dispute shall be exclusively submitted to the jurisdiction of the competent courts of Rechtbank Oost-Brabant, the Netherlands, provided that, in case FOCUS is the plaintiff, FOCUS may at its sole discretion submit any such dispute either to the competent courts in the venue of Customer’s registered office, or to any competent courts. FOCUS hereby irrevocably waives any objection to the jurisdiction, process and venue of any such court and to the effectiveness, execution and enforcement of any order or judgement (including but not limited to a default judgment) of any such court in relation to this GTC or the Agreement, to the maximum extent permitted by the law of any jurisdiction, the laws of which might be claimed to be applicable regarding the effectiveness, enforcement or execution of such order or judgment.