GENERAL TERMS AND CONDITIONS OF:
DecoRad Systems B.V.

Article 1. Definitions

1. In these general terms and conditions, the following terms are used with the following meaning, unless explicitly indicated otherwise:
   a. DecoRad: the private company with limited liability Decorad Systems BV, also trading under the name DecoRad UV Curing Equipment, with its registered office and principal place of business in (3905 KV) Veenendaal at Fokkerstraat 25, registered in the trade register of the Chamber of Commerce under number 70491895;
   b. User: the natural person (being a consumer), the natural person (not being a consumer) who acts in the course of a business or profession, or a legal person on behalf of and/or at the request of whom DecoRad performs any work of whatever nature, then with whom DecoRad enters into an agreement, as defined below, or with whom DecoRad is in discussion or negotiation about entering into an Agreement;
   c. Offer/quote: a non-binding written offer from DecoRad to the User regarding the sale of movable property by DecoRad to the User;
   d. Agreement: every agreement that is concluded between DecoRad and the User, every amendment or addition thereto, as well as all (legal) acts in preparation for and for the implementation of that Agreement;
   e. Order Confirmation: a written acceptance by DecoRad of an order, as defined below, from the User;
   f. Order: every order from the User;
   g. Parties: DecoRad and User jointly;
   h. Personal data: all information about an identified or identifiable natural person;
   i. Products: all matters, including (digital) documentation, drawings, instruction and training material, test equipment, installations, tools and accessories that are the subject of an Agreement;
   j. Processing: an operation or a set of operations relating to personal data or a set of personal data, whether or not carried out by automated means, such as collecting, recording, organizing, structuring, storing, updating or changing, consulting, retrieving, using, providing by transmission, distribution or otherwise making available, alignment or combination, blocking, erasure or destruction of data;
   k. Person concerned: identified or identifiable natural person to whom the processed Personal Data relate;
   l. Data breach: a breach of security that accidentally or unlawfully leads to the destruction, loss, alteration or unauthorized disclosure of or access to Personal Data transmitted, stored or otherwise processed;
   m. Supervisory Authority: an independent government agency responsible for monitoring compliance with the law in relation to the Processing of Personal Data. In the Netherlands this is the Dutch Data Protection Authority;
   n. Conditions: these general conditions.

Article 2. General

1. The provisions of these Conditions apply to every Offer, Quotation and Agreement between DecoRad and the User, insofar as Parties have not explicitly deviated from these Conditions in writing.
2. The engagement of third parties by DecoRad does not affect the applicability of these Conditions.
3. User's general terms and conditions only apply if it has been explicitly agreed in writing that they apply to the Agreement to the exclusion of these Terms and Conditions. In that case, only those provisions in the User's general terms and conditions will apply that do not conflict with the Terms and Conditions. In the event of doubt whether such a conflict exists, these Terms shall prevail.
4. If one or more provisions in these Terms and Conditions are invalid or should be destroyed, the other provisions of these Terms and Conditions will remain in full force and effect. The parties will then consult with each other in order to agree on new provisions to replace the void or voided provisions, taking into account if and to the extent possible the purpose and scope of the original provision.

5. If there is a lack of clarity regarding the interpretation of one or more provisions of the Terms and Conditions, the explanation must be made 'in the spirit' of these Terms and Conditions.
6. DecoRad reserves the right at all times to refrain from using the Terms and Conditions.
7. Additions, amendments, further agreements or arrangements, stipulations that deviate from the Agreement or the Conditions whereby DecoRad enters into obligations or agrees to a lower contract sum or purchase price, do not apply as agreed between the Parties, as long as they have not been confirmed in writing by DecoRad and relate exclusively to the relevant Agreement. If such a deviation or addition is tolerated by DecoRad, this will not set a precedent and the User cannot derive any rights from it for any future Agreements.
8. The content of the Agreement and the scope of the obligations are determined solely by an Order Confirmation sent to the User by DecoRad or by a written Agreement and the provisions of these Terms and Conditions. If, with regard to the same Agreement, both an Order Confirmation and a written Agreement drawn up by DecoRad have been sent, the content of the Agreement will be decisive in the event of a conflict between the Order Confirmation and the Agreement. In the event of a conflict between the content of the Agreement and these Terms and Conditions, the provisions of the Agreement will also be decisive. All this unless otherwise agreed in writing.
9. The User once contracted with the applicability of these Terms, agrees to the applicability of these Terms to subsequent similar Agreements between the User and DecoRad.

Article 3. Offers and quotes

1. All Offers and/or Quotations made by DecoRad are always without obligation and are made on the basis of prices and specifications applicable at that time, unless the offer expressly states otherwise in writing. DecoRad's Offers/Quotations are valid for 30 (thirty) days from the date of the Offer/Quotation, unless otherwise stated in the relevant Offer/Quotation.
2. An Offer/Quotation may be extended by DecoRad by written notification of the extension and the duration of the extension to the User.
3. The content of all documents belonging to the Offer/Quotation, such as drawings, descriptions and specifications, has been drawn up as accurately as possible, but is not binding.
4. An Agreement is only concluded after (i) signing an Agreement, or (ii) after receipt by DecoRad of the order confirmation signed by the User for approval or (iii) by fully or partially executing an Order. This provision has equivalent effect when concluded through a representative of DecoRad.
5. An acceptance of the Offer/Quotation by the User concerns the entire Offer/Quotation as such. If the acceptance by the User (also on apparently minor points) deviates from the offer included in the Offer/Quotation, DecoRad is not bound by it. In such case, the Agreement will not be concluded in accordance with this deviating acceptance, unless DecoRad indicates otherwise in writing.
6. DecoRad cannot be held to its Quotation/Offer, or a part of its Quotation/Offer, if the User should have understood that the Quotation/Offer, or a part of the Quotation/Offer, contained an obvious mistake or error.
7. A composite quotation does not oblige DecoRad to deliver part of the Products included in the Offer/Quotation at a corresponding part of the stated price.
8. Offers/Quotations do not automatically apply to repeat orders.

9. Without prejudice to the provisions elsewhere in the Terms and Conditions, DecoRad may refuse to enter into the Agreement or dissolve the Agreement before commencement of the agreed work or before delivery of the ordered Products if:
    a. User does not (timely) provide information required for the execution of the Agreement;
    b. Requirements set by DecoRad, including the advance payment requested by DecoRad or other securities requested by DecoRad, are not met or are not accepted or fulfilled, or
    c. It is plausible that one or more provisions or regulations/conditions from the Agreement or law or regulations have not been or will not be complied with and the exercise of that authority by DecoRad is justified on those grounds.
10. If DecoRad performs any work or renders any service at the request of the User before full agreement has been reached on the price and payment conditions for that performance, the User will pay DecoRad for this in accordance with the rates then applicable at DecoRad.

Article 4. Prices and rates

1. All prices charged by DecoRad are expressed in euros, excluding VAT, other government levies and excluding other costs, unless otherwise specified in writing.
2. If, after the date of conclusion of the Agreement, one or more cost price invoices undergo an increase, even if this occurs as a result of foreseen circumstances, DecoRad is entitled to increase the agreed price accordingly.
3. If DecoRad has to incur costs for making the Products available to the User, such as transport costs, fuels, etc., DecoRad is entitled to charge these costs to the User.

Article 5. Delivery time

1. If DecoRad has specified a term for delivery, this is indicative. A given delivery time is therefore never a fatal term. If a time limit is exceeded, DecoRad will only be in default in this regard after the User has given DecoRad written notice of default and has allowed DecoRad a reasonable term to fulfill its obligations towards the User. This reasonable term will be at least equal to half of the originally agreed term for the execution of the relevant Agreement.
2. If DecoRad requires User data in the context of the performance of the Agreement, the delivery time commences after the User has made them available to DecoRad and any agreed (installment and/or deposit) payment of User has been received by DecoRad.
3. In the event of suspension of obligations by DecoRad, the delivery time will be extended by the time it needs, taking into account its planning to perform the Agreement after the reason for the suspension has expired. If the reason for the suspension by DecoRad is attributable to the User, User will be obliged to pay to DecoRad all costs incurred or damage suffered by DecoRad as a result of a delay in the delivery time due to the suspension.
4. Exceeding the delivery time in no way entitles the User to compensation or dissolution of the Agreement. The User indemnifies DecoRad against any claims from third parties as a result of exceeding the delivery time.

Article 6. Delivery and risk

1. Delivery takes place after DecoRad has received full advance payment of the agreed purchase price for the Product(s), as stipulated in Article 9.1 below, unless explicitly agreed otherwise.
2. DecoRad arranges the transport DAP, unless explicitly agreed otherwise. The costs of transport are entirely at the expense of the User. Delivery takes place at the moment that DecoRad makes the Product available to (a representative of) the User at the agreed destination. From that moment on, the risk for the Product passes to the User.

3. DecoRad is at all times entitled to make partial deliveries, unless partial delivery does not have an independent value. If deliveries are made in parts, DecoRad is authorized to invoice each partial delivery separately. If payment for a partial delivery is not made, DecoRad is authorized to suspend its delivery obligation with regard to the next partial delivery or to dissolve the Agreement for the part that has not yet been fulfilled without judicial intervention, without prejudice to its other rights, including its right to claim compensation.
4. User is obliged to take product(s) off at the time that DecoRad delivers or has them delivered to her, or at the time they are made available to her in accordance with the Agreement.
5. User must provide full cooperation free of charge to enable DecoRad to deliver.
6. If the User refuses to take delivery or is negligent in providing information or instructions that are necessary for the delivery, DecoRad is entitled to store the goods at the User's expense and risk.
7. If the goods are delivered to the User, DecoRad is entitled to charge delivery costs.

Article 7. Performance of the agreement

1. DecoRad guarantees that the Products comply with the Agreement, the specifications stated in the Offer/Quotation, the reasonable requirements of reliability and/or usability and the legal provisions existing on the date of the conclusion of the Agreement and/or government regulations.
2. User is obliged, insofar as this is reasonably necessary, to cooperate in the execution of the agreement. The User is, among other things, obliged to provide DecoRad at short notice with all information that DecoRad thinks necessary for the correct execution of the Agreement. The Offer and/or Quotation from DecoRad to the User is based on information provided for that purpose by the User, whereby DecoRad may rely on its accuracy and completeness. The User guarantees the correctness, completeness and reliability of the information provided to DecoRad, even if it originates from third parties.
3. The User is obliged to treat all (company) data from DecoRad or all information received from DecoRad in connection with the conclusion and/or performance of the Agreement confidentially. The User is prohibited from using or disclosing this data and information to third parties for its own use or use by third parties. In the event of violation of the obligation included in this paragraph, the User forfeits an immediately due and payable fine of €100,000 per violation, plus an immediately due and payable fine of €5,000 per day that the violation continues, without prejudice to DecoRad's right to claim the damage actually suffered by DecoRad.

Article 8. Impracticability of the Agreement and Force Majeure

1. A shortcoming in the fulfillment of its obligations cannot be attributed to DecoRad if this shortcoming is the result of force majeure.
2. The term force majeure referred to in this article is understood to mean, in addition to what is included in the law and jurisprudence, all external causes, foreseen or unforeseen, over which DecoRad can exercise no influence, including the circumstance that suppliers of DecoRad do not or do not meet their obligations in a timely manner, weather conditions, earthquakes, fire, loss or theft of tools, loss of materials to be processed, roadblocks, strikes or work stoppages, import or trade restrictions, epidemics and/or pandemics (including but not limited to the COVID19 virus) and all related measures taken by the government, as a result of which DecoRad is (temporarily) unable to fulfill its obligations (in whole or in part).
3. DecoRad has the right to suspend the fulfillment of its obligations - and thus to extend the delivery time or implementation period by at least a period equal to the suspension - if it is temporarily prevented from fulfilling its obligations towards the User due to force majeure. If the force majeure situation has expired, DecoRad will fulfill its obligations as soon as its schedule allows.

4. If there is a case of force majeure and fulfillment is or becomes permanently impossible, or if the temporary force majeure situation has lasted more than 6 (in words: six) months, DecoRad is authorized to dissolve the Agreement in whole or in part with immediate effect. In those cases, the user is authorized to dissolve the agreement with immediate effect, but only for that part of the obligations that has not yet been fulfilled by DecoRad.
5. The parties are not entitled to compensation for the damage suffered or to be suffered as a result of the force majeure, suspension or dissolution within the meaning of this article.

Article 9. Payment and security

1. Payment by the User takes place by means of full advance payment, unless explicitly agreed otherwise in writing. DecoRad will immediately send an invoice regarding the advance payment to the User after receipt of the Order Confirmation signed for approval by the User. This invoice for the advance payment must be paid by the User to DecoRad within 8 (in words: eight) days after the invoice date in the manner indicated by DecoRad.
2. If the parties have agreed upon invoicing afterwards in writing, payment of the invoice(s) sent by DecoRad to the User must be made within 30 (in words: thirty) days after the invoice date in the manner indicated by DecoRad, unless otherwise agreed in writing.
3. All payment terms are to be regarded as strict deadlines, unless explicitly agreed otherwise in writing.
4. Any objections to invoices, specifications, descriptions and prices must be notified in writing to DecoRad within 8 (in words: eight) days of the invoice or dispatch date, failing which the invoices, specifications, descriptions and prices will be marked as fixed between the Parties. At the risk of forfeiting all rights, any legal proceedings should be instituted no later than within 1 (in words: one) year after timely complaint registration.
5. Unless explicitly agreed otherwise in writing, the User is not permitted to apply any discount or deduction to a payment or to set off a claim on its part against DecoRad and/or to suspend its payment obligations.
6. DecoRad is authorized to set off its debts to the User against claims against the User by DecoRad and/or companies affiliated with DecoRad. In addition, DecoRad is authorized to set off its claims against the User against debts that DecoRad and/or DecoRad affiliates have or have to the User. Furthermore, DecoRad is authorized to set off its debts to the User against receivables from companies affiliated with the User. Affiliated companies are understood to mean: all companies belonging to the same group within the meaning of Section 2:24b of the Dutch Civil Code and a participating interest within the meaning of Section 2:24c of the Dutch Civil Code.
7. If at any time DecoRad has and may have reasonable doubts about the creditworthiness of User and/or in case User repeatedly does not pay correctly or on time, DecoRad is entitled to (further) suspend its obligations, including obligations under other Agreements.
8. DecoRad is at all times entitled to require from User advance payment of (part of) the agreed price, or User provides proper payment security, amounting to the amount that DecoRad may have to claim from the User under the Agreement plus any statutory (commercial) interest and extrajudicial and judicial costs (as stated below).
9. Regardless of whether DecoRad has fully completed the agreed achievement, everything that the User owes or will owe to her under the Agreement is immediately due and payable if:
    a. a payment term has been exceeded;
    b. the bankruptcy or suspension of payment of the User has been requested;
    c. if User's business or claims are seized;
    d. the User's company is dissolved or liquidated;
    e. User (natural person) requests to be admitted to statutory debt restructuring for natural persons, is placed under guardianship or dies.
10. If the User does not pay within the set payment term, User will be in default without a notice of default being required. In that case, without prejudice to its right to suspend its obligations under all Agreements concluded with the User and to demand compliance, DecoRad is entitled to charge the User an interest of 1% per month from the due date of the invoice on the outstanding amount.

If the User is in default, he is also obliged to reimburse DecoRad for all reasonable costs incurred in obtaining satisfaction out of court. The extrajudicial costs amount to at least 15% of the principal sum with a minimum of €500, plus disbursements. If DecoRad has incurred higher costs to obtain payment of the amount owed that were reasonably necessary, the costs actually incurred will be eligible for reimbursement. Any judicial and enforcement costs incurred will also be recovered from the User.

11. If DecoRad, for reasons of leniency or otherwise, grants the User postponement to perform any achievement, the new term will always have a fatal character.
12. Payments made by the User always serve in the first place to settle all interest and costs owed, and in the second place for payable invoices that have been outstanding the longest, even if the User states with the payment that the payment relates to a later invoice.

Article 10. Retention of title

1. DecoRad remains the owner of the Products it supplies to the User as long as the User:
   - has not fulfilled its obligations under any Agreement with DecoRad;
   - has not paid claims arising from non-compliance with the above Agreements, such as damage, fines, interest and costs.
2. As long as there is a retention of title on Products delivered by DecoRad to User, User may not encumber or alienate them outside of its normal business operations. This clause has effect under property law.
3. If third parties seize the Products delivered by DecoRad to the User subject to retention of title or wish to establish or enforce rights thereon, the User is obliged to inform DecoRad of this as soon as may reasonably be expected.
4. The User undertakes to keep the Products delivered under retention of title carefully and as recognizable property of DecoRad and to insure and keep them insured against fire, explosion and water damage as well as against theft and to make the policy of this insurance available for inspection on first request.
5. User already grants unconditional and irrevocable permission and provides full cooperation to DecoRad, or to a third party to be designated by it, in all cases in which DecoRad wishes to exercise its property rights, to enter all those places where DecoRad's property is located and to take those things with them.
6. If the User has fulfilled its obligations after the Products have been delivered by DecoRad in accordance with the Agreement, the retention of title with regard to these Products is revived if the User does not fulfill its obligations under a later Agreement.
7. If DecoRad cannot invoke its retention of title because the delivered Products have been mixed, deformed or traced, the User is obliged to pledge the newly formed goods to DecoRad. If DecoRad cannot invoke its retention of title because the User has sold and delivered the Products delivered to a third party, the User is obliged to pledge the claims arising from the onward delivery of the Products subject to retention of title to DecoRad.
8. DecoRad has a right of pledge and a right of retention on all items that it has or will receive from the User for whatever reason and for all claims it has or may acquire against the User.

Article 11. Defects or shortage.

1. Upon receipt of a Product delivered by DecoRad to User, at least immediately thereafter, User shall carefully examine the Product delivered by DecoRad to User for reliability, integrity and completeness. If user discovers defects or shortages, they must be notified in writing to DecoRad within 5 (in writing: Five) working days after delivery of the Product.
2. Defects which were not detected at the time of the inspection and which should not have been detected at the time of such inspection must be notified in writing to DecoRad within 5 (in writing: Five) working days of the discovery or reasonably detection of the defect.

3. The written notice of default concerning the complaints referred to in paragraphs 1 and 2 of this Article shall contain as detailed a description as possible of the deficiency(s), so that DecoRad is able to respond adequately.
4. Failure to submit complaints on time may lead to the loss of all DecoRad's liability.
5. Complaints concerning the Products delivered by DecoRad to the User shall never give the User the right to suspend its payment obligations toward DecoRad.
6. DecoRad shall have the right to have the complaint examined by an independent third party within 4 (in writing: Four) weeks of the lodging of the complaint. User is obliged to cooperate in that case.
7. If DecoRad considers a complaint by User to be well founded, DecoRad is entitled (1) to (have) repair the Product concerned, (2) to re-deliver the Product concerned, or (3) to credit the purchase price to User.
8. User shall be obliged, if he considers or remains that DecoRad has not performed the Agreement in good time, in full or in an improper manner, to notify DecoRad immediately in accordance with paragraph 1 of this Article and the claims based thereon within 12 (say: twelve) months after the notification should have been made, to bring proceedings before the courts by means of a subpoena, failing which all his rights and claims in this respect lapse by the expiry of the period referred to above.

Article 12. Warranty

1. Unless otherwise agreed in writing, DecoRad shall, for a period of 12 (in writing: twelf) months after (delivery) by DecoRad to the user of the Product(s), ensure the proper functioning of the (delivered) Product(s), as specified in the following article paragraphs.
2. Unless otherwise agreed in writing, DecoRad shall, for a period of 6 (in writing: six) months after (delivery) by DecoRad to the User of Products repaired by DecoRad, ensure the proper functioning.
3. If the Parties have agreed on deviating warranty conditions, the provisions of this article will apply in full, unless this is in conflict with the deviating warranty conditions.
4. If the User establishes that the Product(s) supplied by DecoRad to the User for the performance of the Agreement is/are not working properly, the User is obliged to notify DecoRad of this in writing, with due observance of the provisions of Article 10 of these Terms and Conditions.
5. If the delivered Product(s) do/does not function properly, DecoRad will make a choice within a reasonable period of time whether it wishes to have the Product(s) repaired or deliver (a) replacement Product(s) or credit the User for the purchase price paid by User for the defective Product(s).
6. If DecoRad chooses to have the Product(s) repaired or to deliver (a) replacement Product(s), DecoRad itself will determine the manner and time of repair or delivery. The User must in all cases give DecoRad the opportunity to do so.
7. Parts or materials that are repaired or replaced by DecoRad must be sent to DecoRad by the User.
8. DecoRad is only obliged to implement the guarantee if the User has fulfilled all its (payment) obligations.
9. Warranty is excluded at all times for defects that are the result of:
    - normal wear and tear;
    - improper use;
    - not or incorrectly performing maintenance;
    - installation, assembly, modification or repair by the User or by third parties;
    - defects in or unsuitability of items originating from or prescribed by the User;
    - defects in or unsuitability of materials or aids used by the User.
10. The provisions of paragraphs 3 to 8 of this article apply mutatis mutandis to any claims by the User on the basis of breach of contract, non-conformity or any other ground whatsoever.

Article 13. Suspension, dissolution, termination and cancellation

1. The User is not authorized to terminate or cancel the Agreement, unless DecoRad agrees. If DecoRad agrees to the termination, the User will still owe DecoRad an immediately due and payable compensation in the amount of the agreed price, less any savings for DecoRad resulting from the termination. The compensation is at least 10% of the agreed price.
2. DecoRad is authorized to suspend the fulfillment of its obligations or to dissolve the Agreement if:
   - Buyer does not, not timely and/or not fully fulfill its (payment) obligations under the Agreement;
   - Circumstances that have come to DecoRad's knowledge after the Agreement has been concluded give good grounds to fear that the User will not fulfill its obligations;
   - If there are good grounds to fear that the User will only partially or not properly comply, suspension is only permitted insofar as the shortcoming justifies it;
   - The User was requested to provide security when concluding the Agreement and this security is not forthcoming or is insufficient. As soon as security has been provided, the authorization to suspend lapses, unless this satisfaction has been unreasonably delayed.
3. Furthermore, DecoRad is authorized to dissolve the Agreement (or have it dissolved) if circumstances arise of such a nature that fulfillment of the Agreement is impossible or can no longer be required according to standards of reasonableness and fairness, or if other circumstances arise of such a nature that unaltered maintenance of the Agreement cannot reasonably be expected.
4. If the Agreement is dissolved, DecoRad's claims against the User are immediately due and payable. If DecoRad suspends the fulfillment of its obligations, it will retain its rights under the law and the Agreement.
5. DecoRad always reserves the right to claim compensation.
6. In addition to all other rights it is entitled to, DecoRad has the right to dissolve the Agreement concluded with the User, without (further) prior notice of default or judicial intervention, by means of a written extrajudicial statement, without DecoRad being obliged to pay any compensation if:
   - there is permanent force majeure as referred to in Article 10 of the Conditions;
   - the User is granted a (provisional) suspension of payments, the User's bankruptcy is requested or the User himself files for bankruptcy, the User offers his creditors a (private) agreement or (for this purpose) convenes a meeting of creditors or if until User is requested or granted application of the Debt Rescheduling Natural Persons Act;
   - the User's company is liquidated and/or the User's business activities are actually discontinued or moved to a place outside the Netherlands;
   - a significant part of the User's assets are seized;
   - User transfers its business to third parties.

Article 14. Liability

1. DecoRad's liability for damage suffered by the User under or in connection with an Agreement applies that:
   - DecoRad is only liable for direct damage to the delivered Product(s) within the warranty period of one year after purchase suffered by the User, which is the direct and exclusive result of Defects in the Product(s) attributable to DecoRad, on the understanding that only damage for which DecoRad is insured, or should reasonably have been insured in view of the customs applicable in the industry, qualify for compensation;
   - DecoRad cannot be held liable for damage caused by intent or willful recklessness on the part of the User's auxiliary persons and/or persons not trained or trained by DecoRad who operate or use the Products.
2. Direct damage is exclusively understood to mean:
   - the reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these Terms and Conditions;

- any reasonable costs incurred to have DecoRad's defective performance comply with the Agreement, unless this defect cannot be attributed to DecoRad;
- reasonable costs incurred to prevent or limit damage, insofar as the User demonstrates that these costs have led to limitation of direct damage as referred to in these Terms and Conditions.

3. DecoRad is never liable for damage, of whatever nature, caused by DecoRad relying on incorrect and/or incomplete information provided by or on behalf of the User. DecoRad is also never liable for damage, of whatever nature, caused by the fact that the person or persons who use the Product(s) have not used the personal protective equipment supplied by DecoRad with the Product(s). The responsibility for the use of the personal protective equipment lies with the User at all times.
4. Nor is DecoRad liable for other indirect (consequential) damage and financial loss, by whatever name, including, among other things, personal injury, rental/purchase of a replacement item, loss of turnover and/or profit, damage caused by delay and damage due to standstill.
5. DecoRad's liability towards the User is in any case limited per event (whereby a connected series of events counts as one event) to the lowest amount of either the relevant contract sum (excluding turnover tax) or the amount that DecoRad has concluded with regard to the (receive legal) liability insurance.
6. The limitations of liability arising from this article do not apply insofar as the damage in question is caused by intent or gross negligence on the part of DecoRad.
7. Except in the case of gross negligence or intent on the part of DecoRad, the User will indemnify DecoRad against all claims from third parties, for whatever reason, with regard to compensation for damage, costs and/or interest, related to the Product, or arising from the use of the Product, unless the User cannot reasonably be blamed for the damage.
8. Any right of claim of the User relating to damage as referred to in paragraph 1 of this article lapses if:
   a. User has not set up, handled, used, stored or maintained the Product(s) correctly or if User has used or treated the Product(s) under conditions unsuitable for the Product(s);
   b. The Product(s) is put into use after discovery of Defects, or if use of the Product(s) is continued after discovery.

Article 14A. Sanctions and Export Control

1. Buyer shall comply with all applicable sanctions laws and export control laws and regulations, including but not limited to sanctions and export restrictions imposed by the European Union, the United States of America, the United Kingdom, and the United Nations.
2. Buyer shall not, directly or indirectly:

- export, re-export, supply, transfer, or otherwise make the Products supplied by DecoRad available to any country, territory, natural person, or legal entity subject to sanctions or embargoes;
- use or permit the use of the Products for prohibited military, nuclear, chemical, biological, or missile-related purposes;
- resell or deliver the Products in violation of applicable sanctions or export control laws and regulations.

3. Buyer warrants that, upon first request of DecoRad, it shall provide information regarding:

- the end user;
- the end use;
- the country of final destination;
- the applicable distribution or supply chain.

4. DecoRad shall be entitled to carry out additional compliance checks, request an end-user declaration, and suspend or refuse delivery if there is reasonable doubt regarding compliance with applicable sanctions or export control laws and regulations.
5. DecoRad shall be entitled to suspend, terminate, or dissolve the Agreement, in whole or in part, with immediate effect and without liability for any damages, if:

- Buyer acts in violation of this article;

- DecoRad reasonably suspects that the Products may be used, supplied, or resold in violation of sanctions or export control laws and regulations;
- continuation of the Agreement would expose DecoRad to sanctions risks or violations of applicable laws and regulations.

6. Buyer shall fully indemnify and hold harmless DecoRad against any and all damages, fines, claims, costs, and third-party liabilities arising from Buyer's violation of this article or applicable sanctions or export control laws and regulations.

Article 15. Intellectual property rights

1. Without prejudice to the other provisions of these Terms and Conditions, DecoRad retains all rights and powers it is entitled to under the Copyright Act, unless otherwise agreed in writing.
2. Any designs, sketches, drawings, films, software, and other materials or (electronic) files created by DecoRad within the framework of the agreement remain the property of DecoRad, regardless of whether they have been made available to the User or to third parties, unless otherwise agreed.
3. All documents possibly provided by DecoRad, such as designs, sketches, drawings, films, software, (electronic) files, etc., are exclusively intended to be used by the User and may not be reproduced, published or published by DecoRad without prior permission from DecoRad or be brought to the attention of third parties unless the nature of the documents provided dictates otherwise.
4. DecoRad reserves the right to use any knowledge gained through the execution of the Agreement for other purposes, insofar as no confidential information is disclosed to third parties.
5. In the event of a violation of the provisions of this article, the User will owe DecoRad an immediately due and payable fine of €25,000 per violation, plus €1,000 per day that the violation continues, without prejudice to DecoRad's right to claim the actual damage suffered by DecoRad from the User.

Article 16. Processing Personal Data

1. When DecoRad processes Personal Data during the performance of the Agreement, DecoRad will process the Personal Data in a proper and careful manner, while complying with the legal regulations that follow from the General Data Protection Regulation and the General Data Protection Regulation Implementation Act.
2. DecoRad will inform the User within 4 (in words: four) working days of any request and/or complaint from the Supervisory Authority with regard to the Personal Data processed in the performance of the Agreement.
3. DecoRad will cooperate with a request from the User to exercise the rights of the Data Subject(s), such as, but not limited to, the right of access, correction, deletion, objection to the Processing of Personal Data and a request for portability of the own Personal Data.
4. DecoRad will inform User within 4 (in words: four) working days of any court order, subpoena, legal obligation or other obligation to share Personal Data with third parties.
5. DecoRad informs the User of the discovery of a possible Data Leak within 24 (in words: twenty-four) hours after discovering it. DecoRad will then keep the User informed of new developments surrounding the Data Leak.
6. DecoRad will provide the following information in the event of a Data Leak:
   - a detailed description of the Data Leak;
   - type/type of Personal Data involved in the Data Leak;
   - how many Data Subjects have the Personal Data involved in the Data Leak;
   - the measures taken to limit negative consequences for the Data Subjects and to remedy the Data Leak;
   - the cause of the Data Leak;
   - the duration of the Data Leak and the moment it occurred.
7. Any costs incurred to resolve the Data Leak will be borne by the party making the costs, unless the Data Leak was caused by DecoRad's failure to comply with the Agreement, in which case the costs will be borne by DecoRad.
8. Communication about the Data Leak will always take place in consultation.

Article 17. Transfer of rights and obligations

1. DecoRad is permitted to transfer the rights and obligations described in any Agreement with the User to third parties. In the event that obligations of DecoRad are transferred, DecoRad must inform the User of this in advance and the User has the right to dissolve the Agreement.
2. The User is not entitled to transfer its rights and/or obligations under an Agreement to any third parties without the prior written consent of DecoRad.

Article 18. Amendments and additions

DecoRad is entitled to change or supplement the Terms and Conditions. DecoRad will inform the User thereof in writing.

Article 19. Applicable law and competent court

1. Dutch law applies to the Terms and Conditions, as well as to all Agreements.
2. All disputes, including those that are only regarded as such by one of the Parties, arising from or related to the Agreement or the Conditions themselves and its interpretation or implementation, will be settled by the competent court in the district where DecoRad has its registered office.