

## COVER SHEET

### UNDERSIGNED

**POLSPOTTEN**

Company name: Pols Potten B.V.  
Address: Westerstraat 187  
Zip code, place, country: 1015 MA, Amsterdam, The Netherlands  
Telephone number: +31 (0)20 26 12 900  
Email address: [amsterdam@polspotten.nl](mailto:amsterdam@polspotten.nl)  
Client number:

### Customer

### AGREEMENT (SUMMARY)

#### 1. Minimum order amount

€ 1.500,- for Resellers for an opening order within the European Union

€ 500,- for Resellers for repeat orders within the European Union

€2.000,- for Resellers for all orders outside of the European Union

#### 2. Prices

Prices are excluding VAT, government levies, packaging costs and delivery costs, unless expressly stated otherwise.

Project prices or prices for custom made Products are available upon request.

#### 3. Transport

All Products will be delivered ex works.

Orders with a total order value of € 750,- or more are sent by us free of charge within the Netherlands.

For orders with a value of less than € 750,-, € 45,- for transport costs will be charged.

Other transport rates apply outside the Netherlands.

#### 4. Payment

The orders must be paid prior to delivery.

Payment can be made by bank transfer with shared costs to the Rabobank:

IBAN: NL30RABO0348077904

BIC RABONL2U

Name: Pols Potten B.V.

VAT number NL009557738B01

Chamber of Commerce 34068325

Under statement of the client number.

Also payment by direct debit or with the payment link for online orders is possible.

- |                                       |   |
|---------------------------------------|---|
| <b>5. Payment term</b>                | 14 days from the date of invoice.   |
| <b>6. Claims</b>                      | A damage risk of 2% applies to each delivery.<br>Claims should be reported to POLSPOTTEN within 8 working days after the receipt of the Products.   |
| <b>7. Documents</b>                   | A charge of € 100,- will be applied for drawing up additional documents besides the commercial invoice and packing slip.  |
| <b>8. Cancellations</b>               | Orders, which have been confirmed by email or signed for at a trade fair, are subject to a 30% cancellation penalty.  |
| <b>9. Online sale of the Products</b> | The sale of the Products is only allowed through the webshop of the retailer. It is not permitted to offer the Products on platforms or third party websites.<br>Only Products which are stocked by the Customer are allowed to be featured in the webshop. |

#### **Privacy**

If you place an order at POLSPOTTEN you give POLSPOTTEN consent to use information you have provided to us for the execution of the Agreement and to maintain the Customer relation. The provided information will be stored only insofar as it is necessary to achieve the purposes for which the personal information is acquired and processed by POLSPOTTEN.

#### **Additional Transport Services**

Upon request we provide assistance with transport services outside the Netherlands. These services are offered by third parties and shall be invoiced separately. POLSPOTTEN shall not be responsible or liable for any delay of or damage to the shipment.

- EUROPE: we can offer competitive prices for door to door deliveries by cargo truck, for most European countries. These costs are based on the destination and the total order amount.
- OVERSEAS: Transport quotes can be provided on the basis of CIF deliveries, up to the port closest to the delivery address. Not included are: costs to clear the order from vessel or aircraft upon arrival to its destination, import taxes nor the transport from the port to the final delivery address. Additional transport costs may be invoiced when unforeseen shipment exceptions are required to make the final delivery.

#### **Terms and conditions**

Our terms and conditions shall apply to each and every offer and Agreement between Pol's Potten B.V. and Buyer (Attachment 1). In the event of any conflict between this Agreement and the Terms and conditions the provisions of this Agreement shall prevail. The most recent version of our Terms and conditions can be found on our website [trade.polspotten.com](http://trade.polspotten.com).

**Signature:**

**Name:**

**Date:**

## GENERAL TERMS AND CONDITIONS OF SALE - BUSINESS

### Article 1 Definitions

**Agreement:** the purchase order of the Products by the Buyer.

**Buyer:** a natural or legal person acting in the exercise of a profession or business and entering into an Agreement with Pols Potten B.V. relating to the Products.

**Day:** calendar day.

**Delivery:** the actual presentation of the purchased products to the Buyer.

**POLSPOTTEN:** the user of these general terms and conditions of sale is Pols Potten B.V. Where mention is made of "POLSPOTTEN" and/or "us" and/or "we" in these Terms this refers to Pols Potten B.V., and to companies and businesses linked and/or affiliated with the aforementioned company.

**Products:** the Products in the Agreement between Pols Potten B.V. and Buyer.

**Reseller:** a Buyer who sells the Pols Potten B.V. Products in their webshop.

**Terms:** these terms and conditions.

### Article 2 Identity

Pols Potten B.V.

Westerstraat 187, 1015 MA, Amsterdam, The Netherlands

Dutch Chamber of Commerce number: 34068325

Phone number: +31 (0)20 26 12 900

Email address: [amsterdam@polspotten.nl](mailto:amsterdam@polspotten.nl)

VAT identification number: NL009557738B01

### Article 3 Applicability

- 3.1. These Terms shall apply to each and every offer and Agreement between POLSPOTTEN and Buyer, to which POLSPOTTEN has declared the present Terms applicable, and all subsequent offers and Agreements between POLSPOTTEN and Buyer, insofar as parties have not explicitly deviated from the present Terms in writing.
- 3.2. Any general terms and conditions from the Buyer shall not be binding on POLSPOTTEN unless POLSPOTTEN has expressly agreed to them in writing.
- 3.3. One or more provisions of the Terms may only be derogated from if this is expressly agreed in writing by both parties. In that case, the other provisions of the Terms shall remain in full force.
- 3.4. If one or more stipulations in the present Terms should be null and void or declared null and void, then the other stipulations of the present Terms shall remain fully applicable.
- 3.5. POLSPOTTEN reserves the right to amend these Terms from time to time. POLSPOTTEN will inform the Buyer on the amended provisions. The changes will become effective and will be part of the contractual relationship with the Buyer upon 30 Days of the notification of amendment.
- 3.6. The Terms expressly do not apply to proposals to and agreements with natural persons not acting in the course of their professional or business activities.
- 3.7. In the event these Terms are translated into other languages, the English version of these Terms shall prevail at all times.

### Article 4 Offers

- 4.1. All offers shall be free of obligation and shall be valid for a period of thirty Days, unless indicated otherwise.
- 4.2. The offer contains a full and accurate description of the Products offered. The description is suitably detailed to enable the Buyer to assess the Products and/or services adequately. If POLSPOTTEN makes

use of pictures, they are truthful images of the Products and/or services provided. Obvious errors or mistakes in the offer are not binding for POLSPOTTEN.

- 4.3. The prices given in all offers shall be exclusive of VAT and other government levies, as well as of shipment costs and possible packaging- and administration costs, unless explicitly stated otherwise.
- 4.4. Offers shall not apply automatically to repeat orders.
- 4.5. The minimum order amount for an opening order is €1.500,- for all resellers within the European Union.
- 4.6. For resellers with a delivery address within the European Union a minimum order amount of €500,- is required for repeat orders.
- 4.7. For resellers outside of the European Union a mandatory order minimum applies of €2.000,- on all orders.
- 4.8. Orders, which have been confirmed by email or signed for at the fair, are subject to a 30% cancellation penalty.

#### **Article 5 The Agreement and execution thereof**

- 5.1. The Agreement will be concluded, subject to that which is stipulated in paragraph 4, at the moment at which the Buyer accepts the offer and the conditions thereby stipulated have been fulfilled.
- 5.2. Orders signed for at the fair shall have to be electronically confirmed by the Buyer.
- 5.2. If the Buyer has accepted the offer electronically, POLSPOTTEN will immediately confirm receipt of acceptance of the offer electronically.
- 5.3. POLSPOTTEN may obtain information – within statutory frameworks – about the Buyer's ability to fulfil its payment obligations, as well as about facts and factors that are important for the responsible conclusion of the distance contract. If that research gives POLSPOTTEN proper grounds for declining to conclude the Agreement, POLSPOTTEN is entitled to, supported by reasons, reject an order or to bind its implementation to special conditions.
- 5.4. POLSPOTTEN shall be entitled to have the Agreement (partially) executed by third parties.
- 5.5. The Buyers shall provide POLSPOTTEN in due time with all reasonable and correct information necessary for the execution of the Agreement. In the event that the Buyer does not provide POLSPOTTEN with all requested information, POLSPOTTEN shall be entitled to suspend the execution of the Agreement and/or to charge the Buyer for the additional costs resulting from the delay at generally accepted rates.
- 5.6. If the parties have agreed that the Agreement will be executed in stages, POLSPOTTEN can suspend the execution of the following stage until the Buyer has fulfilled its obligations of the previous stage.
- 5.7. If it is shown during the execution of the Agreement that the work to be done needs to be changed and/or supplemented in order to ensure its proper execution, parties shall adapt the Agreement accordingly in due time and in mutual consultation, also regarding the timing and possible financial consequences.
- 5.8. In the event Buyer cancels the order, in full or in part, POLSPOTTEN shall be entitled to invoice the costs, incurred by POLSPOTTEN as a result thereof to Buyer.

#### **Article 6 The Price**

- 6.1. POLSPOTTEN shall be allowed among others, to charge on price increases if changes in price have occurred between the moment the offer was made and the moment of execution of the Agreement with respect to, e.g., exchange rates, salaries and wages, raw material, semi-finished Products or packaging material.
- 6.2. POLSPOTTEN at all times has the right, after the conclusion of the Agreement, to alter the agreed price proportionally, where price-determining factors undergo changes – whether foreseeable or not at the

time of the tender and/or confirmation of order – such as wages, prices, import taxes, currency rates, excise duties, levies and taxes, and in general all government measures.

- 6.3. The minimum recommended retail prices are available on a separate pricelist which can be sent to the Buyer upon request.

#### **Article 7 Delivery**

- 7.1. Unless explicitly agreed upon otherwise, delivery shall be made "Ex Works (EXW)" in accordance with Incoterms 2022 (as amended from time to time).
- 7.2. The risk of damage to or loss of the sold Products shall pass to the Buyer upon delivery of the Products.
- 7.3. The Products from the same order shall be delivered together, unless otherwise agreed by the parties in writing. In the event that the Products of the same order shall be delivered in stages, POLSPOTTEN shall be entitled to invoice the Products in stages.
- 7.4. Terms of delivery given in POLSPOTTEN's offers, online shop or catalogues, shall only be indicative. By exceeding these terms of delivery Polls Potten shall not automatically be in default. In case the term of delivery is exceeded Buyer shall furthermore not be entitled to dissolution or damages, unless explicitly agreed upon otherwise in writing by the parties.
- 7.5. Orders with a total order value of € 500,- excl. VAT or more are sent by us free of charge within the Netherlands. For orders with a value of less than € 500,- transport costs will be charged (price as specified online).
- 7.6. Upon request we provide assistance with transport services outside the Netherlands. These services are offered by third parties and shall be invoiced separately. POLSPOTTEN shall not be responsible or liable for any delay of or damage to the shipment.
- EUROPE: deliveries by cargo truck are offered for most European countries. These costs are based on the destination and the total order amount.
  - OVERSEAS: Transport quotes can be provided on the basis of CIF deliveries, up to the port closest to the delivery address. Not included are: costs to clear the order from vessel or aircraft upon arrival to its destination, import taxes nor the transport from the port to the final delivery address. Additional transport costs may be invoiced when unforeseen shipment exceptions are required to make the final delivery. These costs shall be for the account of Buyer.
- 7.7. Buyer shall be held to take the delivery of the Products the moment that the Products are delivered to Buyer, or at the moment that the Products are put to Buyer's disposal under the Agreement. If Buyer refuses to take the delivery, POLSPOTTEN shall be entitled to store the goods at Buyer's risk and expense.
- 7.8. The risk of loss of, or damage to the Products, shall be transferred to Buyer the moment that the Products are delivered to Buyer and therefore fall into the power of Buyer, or of third Parties to appointed or approved by Buyer. In the event of delivery according to article 7.6 of this Agreement, the Products shall be deemed delivered to Buyer upon transfer of the Products to the party that will conduct the shipment.

#### **Article 8 Payment**

- 8.1. Payment must be made within 14 Days from the date of invoice and in the currency in which the Products were invoiced. Contestation of the amount of the invoices shall not suspend the fulfilment of the payment obligation.
- 8.2. Payment can be made by bank transfer, direct debit or with the payment link for online orders.

- 8.3 POLSPOTTEN shall be entitled to have the payments made by Buyer go first of all to reduce the costs, subsequently to reduce the interest already due and finally to reduce the principal sum the then remaining current interest over the remainder of the principal sum.
- 8.4 Buyer shall not be entitled to set off payments owed by Buyer to POLSPOTTEN under this Agreement.

#### **Article 9 Conformity and Guarantee**

- 9.1 POLSPOTTEN guarantees that the Products and/or services fulfil the Agreement, the specifications stated in the offer, and are free of defects. The guarantee is valid for a period of three months after delivery, unless agreed otherwise in writing by the parties.
- 9.2 If the Products do not comply with the guarantee of art. 9.1, POLSPOTTEN shall, at its discretion, replace, repair, or have the goods repaired, within a reasonable period of time following the receipt of the substantiated complaint. In the event the Product is replaced, the Buyer shall return the Product to POLSPOTTEN upon request.
- 9.3 Damages caused by incorrect, improper or negligent use or storage of the Product, or use that is contrary to the normal use of the Product, as well as damages cause by modifications that were made to the Products, shall be excluded from the guarantee of article 9.1 of this Agreement.
- 9.4 If a sample or model has been given to the Buyer, this sample or model shall be given by way of indication only, unless parties agree explicitly in writing that the Product to be delivered shall correspond with it.

#### **Article 10 Costs and Interest**

- 10.1. If Buyer fails to fulfil its payment obligation within the term of 14 Days, then the Buyer shall be, without further notice, in default. In that event, Buyer can owe an interest of 5% per month, unless the statutory interest rate is higher, in which case the statutory interest rate shall apply. The interest on the amount due and payable shall be calculated as from the Day the Buyer is in default until the moment he has paid the amount in full.
- 10.2. If the Buyer fails to fulfil his obligations (in due time) or defaults on them, then all reasonable costs incurred to have all extrajudicial costs and debts paid shall be borne by the Buyer. The costs shall be 15% of the amount claimed with a minimum of € 50,-.
- 10.3. If POLSPOTTEN demonstrates that it has incurred higher expenses, which were reasonably necessary, said expenses shall also qualify for reimbursement by Buyer.

#### **Article 11 Complaints**

- 11.1. Buyer shall inspect the Products with due care promptly upon delivery. In this respect, Buyer must examine i) whether there is no visible damage to the exterior of the packaging; and ii) whether the quality and the quantity of the delivered Products comply with what was agreed upon, or at least whether they meet the requirements applying to said Products in normal (business) transactions.
- 11.2. Minor, commercially acceptable or technically unavoidable variations in quality, quantity, size, colour, finish, measurements, treatment and such are accepted by the Buyer and do not constitute a defect.
- 11.3. Delivered Products shall be deemed to be approved by the Buyer unless any defect is notified to us: i) in case of a visible defect within a period of three working Days after Delivery of the Products accompanied by digital pictures ii) otherwise within three weeks from the Day when the defect has been discovered or reasonably should have been discovered but no later than 12 months following Delivery.
- 11.4. Notification of defect has to receive all relevant and correct information to allow POLSPOTTEN to have the defect and its cause investigated properly.

- 11.5 If in accordance with the previous paragraphs, Buyer files his complaint in due time, he shall still be held to take Delivery and effect payment of the Products purchased. If Buyer wishes to return defect Products, he shall do so following prior consent in writing from POLSPOTTEN.

#### **Article 12 Retention of Title**

- 12.1. All Products delivered by POLSPOTTEN shall remain POLSPOTTEN's property as stipulated in art. 3:92 sub 2 DCC until the Products have been fully paid by Buyer.
- 12.2. Buyer shall not be authorised to pledge or encumber in any way the Products falling under the retention of title.
- 12.3. If third parties seize Products delivered subject to retention of title or wish to establish or assert a right to them, Buyer shall be held to inform POLSPOTTEN thereof as soon as can reasonably expected.
- 12.4. The Buyer shall undertake to insure the Products delivered subject to retention of title and to keep them insured against damage caused by fire, explosion and water as well as against theft and make this insurance policy available for inspection on first demand.
- 13.5. Products delivered by POLSPOTTEN falling under the retention of title by virtue of the stipulations under 1. of the present article, may not be sold on within the framework of normal business activities and must never be used as instrument of payment.
- 13.6. In the event that POLSPOTTEN wishes to exercise his ownership rights mentioned in the present article, Buyer shall give POLSPOTTEN or third parties to be appointed by POLSPOTTEN, now for then, unconditional and irrevocable permission to access all sites and locations where POLSPOTTEN's property might be found and to take these Products back.

#### **Article 13 Return of Products put at Buyer's disposal**

- 13.1. If POLSPOTTEN has put Products at Buyers disposal during and in connection with the execution of the Agreement, Buyer shall be held to return the delivered goods within 14 Days in their original state, free of defects and in their entirety. If Buyer fails to fulfil this obligation, all resulting costs shall be at Buyer's expense.
- 13.2. If, for any reason whatsoever, Buyer still remains in default to fulfil the obligation mentioned under art. 13.1 after being warned to do so, user shall be entitled to recover the resulting damages and costs, including replacement costs from Buyer.

#### **Article 14 Suspension and Dissolution**

- 14.1. POLSPOTTEN shall be authorised to suspend the fulfilment of the obligations under the Agreement or to dissolve the Agreement, in the event that:
- Buyer does not fulfil or does not fully fulfil his obligations resulting from the Agreement;
  - POLSPOTTEN learns of circumstances giving good ground to fear that the Buyer will not fulfil his obligations;
  - Buyer was asked to furnish security to guarantee the fulfilment of his obligations resulting from the Agreement when the Agreement was concluded and that this security is not provided or insufficient. As soon as security is furnished, the authorisation to suspend shall lapse, unless said fulfilment has been unreasonably delayed because of it.
- 14.2. POLSPOTTEN shall furthermore be authorised to dissolve the Agreement (have the agreement dissolved) with immediate effect if circumstances arise of such a nature that fulfilment of the obligations becomes impossible or can no longer be demanded in accordance with the requirements of reasonableness and fairness, if other circumstances arise of such a nature that the unaltered

maintenance of the Agreement can no longer be demanded in all reasonableness, or if the Buyer remains unwilling to remedy its default of the Agreement after being requested thereto by POLSPOTTEN. In the event of a severe default of Buyer, POLSPOTTEN shall be entitled to immediate termination without written notice.

- 14.3. If the Agreement is dissolved, POLSPOTTEN's claims against the Buyer shall be forthwith due and payable. If POLSPOTTEN suspends fulfilment of his obligations, he shall retain his rights under the law and the Agreement.
- 14.4. POLSPOTTEN shall always retain the right to claim damages.
- 14.5. POLSPOTTEN's claims against Buyer shall become due on demand in the event that Buyer is wound up, attached, declared bankrupt, or if a suspension of payment is granted.

#### **Article 15 Liability**

- 15.1. If POLSPOTTEN is liable for damages, the liability of POLSPOTTEN shall be limited to the invoice amount.
- 15.2. Damages are limited to direct damages, existing of:
  - the reasonable costs incurred to establish the cause and the volume of the damage, in so far said establishment relates to damage in the sense of the present Terms;
  - the reasonable costs incurred to have POLSPOTTEN's faulty performance meet the conditions of the Agreement, unless such faulty performance cannot be attributed to POLSPOTTEN;
  - the reasonable costs incurred to prevent or limit the damage, in so far Buyer demonstrates that said costs have led to the limitation of direct damage as meant in the present Terms.
- 15.3. POLSPOTTEN shall never be liable for indirect damage, including consequential damage, loss of profit, lost savings and damage due to business stagnation.
- 15.4. The limitations of liability for direct damage contained in these Terms shall not apply if the damage is due to intentional act or omission or gross negligence on the part of POLSPOTTEN or its subordinates.
- 15.5. The cumulated liability of POLSPOTTEN is in any case limited to the amount the insurance company of POLSPOTTEN will grant.
- 15.6. In the event that Buyer is in default of its obligations under this Agreement, which default is not remedied at first written request thereto of POLSPOTTEN, Buyer shall be liable for all damages incurred by POLSPOTTEN as a result thereof.

#### **Article 16 Force Majeure**

- 16.1. Parties shall not be held to fulfil any of their obligations if they are hindered to do so due to a circumstance through no fault of their own and which cannot be attributed to them by virtue of law, a legal action or generally accepted practice.
- 16.2. In addition to the provisions of the law and the judge-made law in this respect, force majeure shall in the present Terms furthermore be understood to be any external circumstance, be it envisaged or not, on which POLSPOTTEN cannot have any influence but which prevents POLSPOTTEN from fulfilling its obligations. Industrial action at POLSPOTTEN's company shall also be understood to be a circumstance of force majeure.
- 16.3. POLSPOTTEN shall also be entitled to invoke force majeure if the circumstance rendering (further) fulfilment of the obligation(s) impossible, commences after the point in time on which POLSPOTTEN should have fulfilled its obligation.
- 16.4. Throughout the duration of the circumstances of force majeure, parties shall be entitled to suspend the fulfilment of their obligations. If this period lasts for more than two months, either of the parties shall be entitled to dissolve the Agreement without any obligation to pay the opposite party damages.

- 16.5. Insofar POLSPOTTEN has already partially fulfilled his obligations resulting from the Agreement at the moment the circumstance of force majeure commenced or shall be able to fulfil them and insofar separate value can be attributed to the part already fulfilled or still to be fulfilled respectively, POLSPOTTEN shall be entitled to invoice the part already fulfilled or still to be fulfilled respectively. The Buyer shall be held to pay this invoice as if it were a separate Agreement.

#### **Article 17 Safeguarding**

- 17.1. The Buyer shall indemnify and hold POLSPOTTEN harmless against claims filed by third parties concerning intellectual property rights on material or data provided by the Buyer, which shall be used for and during the execution of the Agreement.
- 17.2. If the Buyer provides POLSPOTTEN with information carriers, electronic files or software etc., the Buyer shall guarantee that said information carriers, electronic files or software are free of viruses and defects.

#### **Article 18 Intellectual Property and Copyrights**

- 18.1. All intellectual Property rights with regard to the Products and any other materials provided to Buyer by POLSPOTTEN shall at all times exclusively be and remain vested in POLSPOTTEN. The purchase of Products shall not include any transfer of Intellectual Property Rights.
- 18.2. Buyer shall not be allowed to introduce changes to the Products and materials provided.
- 18.3. The designs, sketches, drawings, films, software and other material or (electronic) files, produced or provided by POLSPOTTEN within the framework of the Agreement, shall remain POLSPOTTEN's property, irrespective of the fact whether they have been handed over to the Buyer or to third parties, unless agreed upon otherwise in writing.
- 18.4. All documents, such as designs, sketches, drawings, films, software, (electronic) files, etc., provided by POLSPOTTEN, shall be destined to be used by Buyer exclusively for the purpose they were obtained and must not be reproduced, made public or brought to the notice of third parties by Buyer without prior consent from POLSPOTTEN, unless the nature of the documents provided dictates otherwise.

#### **Article 19 Additional conditions for Resellers**

Next to these Terms, the following rules apply to Resellers of POLSPOTTEN Products:

- 19.1. Online sale of the Products by Buyer is limited to the official webshop of the Reseller. Offering Products of POLSPOTTEN throughout another online platform or webshop other than the Reseller's webshop is not permitted without prior written consent of POLSPOTTEN.
- 19.2. Reseller shall not be entitled to use the name of POLSPOTTEN or any of its Product names in the domain name.
- 19.3. Only the POLSPOTTEN Products which are stocked by the Reseller are allowed to be featured on the webshop.
- 19.4. The packaging of POLSPOTTEN is based on pallet transportation, therefore it is not drop proof. The Reseller undertakes to properly repack the Products for safe Delivery to the end customer.
- 19.5. Subject to these Terms, POLSPOTTEN grants the Reseller a license to the Products; provided that the Reseller's license shall apply for demonstration of the Product's to (prospective) end customers and not for any other purpose. Except as specifically set forth herein, POLSPOTTEN retain all right, title, and interest, including all intellectual property rights, relating to or embodied in the Products.
- 19.6. POLSPOTTEN may make available certain marketing materials to the Reseller for use by the Reseller in marketing the Products. The Reseller acknowledges and agrees that POLSPOTTEN owns the copyright in such materials and reserves all copyright therein. The Reseller may not modify the marketing materials, except to incorporate the Reseller's name and trademark(s); provided, however, that Reseller must

obtain POLSPOTTEN written approval prior to the use, distribution or disclosure of any modified materials.

- 19.7 The reseller is allowed to engage in online advertising through Google Ads and include the keyword "POLSPOTTEN" in its campaigns, but is not allowed to use the brand name POLSPOTTEN in its advertising texts.
- 19.8 The reseller is not allowed to resell the products of POLSPOTTEN under another product name or brand name.

**Article 20 Non-employment of the opposite party's personnel**

- 20.1 Throughout the duration of the Agreement and for one year following termination thereof, Buyer shall not in any way, hire or employ in any other way, be it directly or indirectly, staff of POLSPOTTEN or of enterprises whom POLSPOTTEN has engaged to execute the present Agreement and who are (were) involved in the execution of the Agreement.

**Article 21 Confidentiality**

- 21.1 Both parties shall treat all information they have received with the scope of this Agreement from the other party as confidential.
- 21.2 In the event either party is legally bound to disclose certain information, the other party cannot claim damages from the disclosing party for breaching article 21.1 of this Agreement.

**Article 22 Applicable law and choice of jurisdiction**

- 22.1 Any Agreements entered into between POLSPOTTEN and Buyer and all legal relationships between POLSPOTTEN and the Buyer shall be governed by the laws of the Netherlands under exclusion of the UN Convention on the International Sale of Goods (CISG).
- 22.2 In case of disputes, the following applies:
- a. In case Buyer has its registered offices within the territory of the European Union, disputes will be exclusively subject to the ruling of the competent courts in the district of Amsterdam, the Netherlands, or
  - b. In case Buyer has its registered offices outside the territory of the European Union, disputes will be exclusively submitted to the Dutch Arbitration Institute in the Netherlands, and settled under the Rules of this Arbitration Institute (NAI Rules) to the examination of three arbitrators, location of arbitration in Amsterdam, the Netherlands, in the English language, and under the rules of law. POLSPOTTEN will at all times remain entitled to seek preliminary or injunctive relief before local courts if it may deem such necessary or appropriate, which rights will in no way harm or affect to the NAI arbitration under this clause.