
**General Terms and Conditions of Sale
of NBS Scientific Holding B.V. and Shanghai NBS Scientific Co. Ltd.**

1. Definitions

NBS Scientific	Shanghai NBS Scientific Co. Ltd. (a Limited Liability Company incorporated under the laws of Shanghai, People's Republic of China) being the users of the Terms and Conditions (hereinafter collectively referred to as "NBS Scientific");
Counterparty	Any legal or natural person who wishes to purchase goods and / or services from NBS Scientific;
Party	NBS Scientific and / or the Counterparty, together referred to as "Parties";
Goods	The Goods to be delivered by NBS Scientific based on the Agreement to or for the benefit of the Counterparty, being items of property and/ or property rights;
Services	All (additional) services and/or work, technical or otherwise, of any nature whatsoever, performed by NBS Scientific, in the broadest sense;
Agreement	All Agreements between the Parties concerning the sale delivery of Goods by NBS Scientific to the Counterparty and/or the provision of Services by NBS Scientific to the Counterparty;
Offer	Every offer by NBS Scientific to conclude an Agreement;
Purchase Request	Any request submitted by a Counterparty to NBS Scientific to enter into an Agreement;
Order	An Agreement which has been entered into by NBS Scientific;
Terms and Conditions	These General Terms and Conditions of Sale of NBS Scientific which may be updated from time to time;
In Writing/Written	By letter, fax, electronic message or bailiff's notification;
Order Confirmation	A confirmation of an Order, Written or otherwise, which has been accepted by NBS Scientific and which specifies any specific terms and conditions of such Order which supplement or conflict with these Terms and Conditions;
Defect	A nonconformance of the Goods or Services to the Terms and Conditions of an Agreement;

2. Applicability

- 2.1. These Terms and Conditions are applicable to all Offers and Agreements, as well as to any agreements arising therefrom or based thereon.
- 2.2. If the Terms and Conditions have applied to any Agreement, they will automatically apply to any future agreement concluded between the Parties, without any separate agreement to this effect between the Parties concerned being required, unless the Parties have expressly agreed otherwise In Writing with respect to the relevant agreement.
- 2.3. The applicability to any Agreement of any general or specific terms and conditions applied by the Counterparty is expressly rejected by NBS Scientific, unless and after NBS Scientific has expressly declared In Writing that the relevant terms and conditions apply to an Agreement. Under no circumstances does acceptance in this manner of the applicability of the Counterparty's general terms and conditions to an Agreement result in the tacit applicability of these terms and conditions to any future Agreements.
- 2.4. In case of invalidity of one or more provisions of the Terms and Conditions, the remaining provisions of the Terms and Conditions will continue to apply in full to the Agreement. The Parties will consult each other on replacing the invalid or voided provision of the Terms and Conditions by a provision which is valid or not voidable and which approaches the content and purport of the invalid or voided provision as much as possible.
- 2.5. In so far as an Agreement deviates from one or more provisions of the Terms and Conditions, the provisions of the Agreement will prevail. In that case, the remaining provisions of the Terms and Conditions will continue to apply to the Agreement.
- 2.6. If any translations have been made of these Terms and Conditions, the version in the English language will prevail over the version(s) in any other language.

3. **Offers**

- 3.1. Unless expressly stated otherwise, an Offer is without obligation and is valid during the term stated in the Offer. If the Offer does not state a term for acceptance, the Offer will in any case lapse fourteen (14) days after the date stated in the Offer.
- 3.2. An Offer accepted by the Counterparty within the term of validity may be withdrawn by NBS Scientific within five (5) working days of the date of receipt of the acceptance by NBS Scientific, without this resulting in any obligation on the part of NBS Scientific to compensate the Counterparty for any loss incurred by the latter as a result.
- 3.3. Purchase Requests shall not be binding upon NBS Scientific. Upon receipt of a Purchase Request by NBS Scientific, NBS Scientific may, in their sole judgement, process an Order into their systems. In such case, NBS Scientific shall submit an Order Confirmation to the Counterparty within three (3) working days of NBS Scientific processing of such Order. If the Counterparty does not object within three (3) days of receipt of the Order Confirmation, the Agreement as described in the Order Confirmation will be deemed accepted.
- 3.4. Information, drawings and suchlike submitted by the Counterparty (hereinafter "Information") for the purposes of an Offer or as component of a Purchase Request shall not be binding upon NBS Scientific. Where submitted by the Counterparty, NBS Scientific may assume that the Information is complete and accurate. In cases where NBS Scientific has considered all or part of such Information within their Offer or Purchase Request, such shall be indicated within NBS Scientific's subsequent Offer and / or Order Confirmation. The Counterparty indemnifies NBS Scientific against any third-party claims relating to the use of Information provided by or on behalf of the Counterparty.
- 3.5. A price list or other overview containing prices in a general sense provided by NBS Scientific to the Counterparty cannot be regarded as an Offer. Listing of Goods in a price list or other overview containing prices in a general sense should not be taken to imply guaranteed availability.

4. **Formation of agreements**

- 4.1. With due observance of the other provisions contained in the Terms and Conditions, an Agreement will only be effected:

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- (a) by acceptance of the Offer by the Counterparty;
 - (b) by an Order Confirmation submitted by NBS Scientific to the Counterparty, either orally or in Writing, other than on the basis of an Offer;
 - (c) by the actual performance by NBS Scientific of a Purchase Request submitted by the Counterparty.

4.2. The Agreement replaces all previous proposals, correspondence, arrangements or other communication between the Parties that took place before concluding the Agreement, however much these may differ from or be in conflict with the Agreement.

4.3. NBS Scientific will not be obliged to accept any alterations and/or additions to an Agreement and is entitled to demand that a separate Agreement be concluded where the Counterparty requests such. Alterations and/or additions to the Agreement will only be valid after they have been accepted by NBS Scientific in Writing. NBS Scientific is authorized to charge to the Counterparty an Amendment fee of minimum 30% of the price, as specified in the Agreement, of altered and/or amended items according to the original Agreement, as well as any expenses incurred in connection with the alterations and/or additions to the Agreement.

4.4. NBS Scientific is not obliged to accept cancellation of an Agreement in part or in full. Cancellation of the Agreement will only be considered by NBS Scientific in extraordinary cases and such be valid only after acceptance by NBS Scientific in Writing. In the case of non-custom items, NBS Scientific is authorized to charge to the Counterparty a cancellation fee of a minimum 30% of the price, as specified in the Agreement, of cancelled items under the Agreement, plus any expenses incurred in connection with the cancellation of the Agreement. In the case of Custom items, such Cancellation fee shall be 100% of the price, as specified in the Agreement, of cancelled items under the Agreement.

4.5. Undertakings by and agreements with employees or representatives of NBS Scientific are only binding on NBS Scientific vis-à-vis the Counterparty in so far as these undertakings and/or agreements have been ratified in Writing by NBS Scientific or have been confirmed to the Counterparty.

4.6. An Agreement concerning the sale and delivery of Goods by NBS Scientific to the Counterparty may never be regarded as a continuing performance contract (such as, but not limited to, an exclusive or non-exclusive distribution agreement), unless explicitly stipulated in the Agreement. After NBS Scientific has sold and/or delivered Goods and/or Services to the Counterparty, it will never be obliged to conclude subsequent Agreements with the Counterparty.

4.7 NBS Scientific reserves the right to change the qualifications of Goods mentioned in Offers or Agreements.

5. **Prices and rates**

5.1. Prices stated in an Offer or Agreement are in Yuan and, unless explicitly stated otherwise, are inclusive of transport costs and other costs of shipping, import and / or export documents, insurance including transport insurance, travel time, travel and subsistence expenses and are exclusive of turnover tax and/or any other government-imposed levies, of any nature whatsoever.

5.2. If the Counterparty submits a Purchase Request to NBS Scientific without explicit agreement on a price, it will, irrespective of any Offers or Orders made or prices charged earlier, be carried out at the price applicable at the time of the performance of the Agreement.

5.3. In the event that four (4) months have passed after the date on which the Agreement was concluded and NBS Scientific has not yet completed performance of the Agreement, an increase in one or more price-determining factors may be charged to the Counterparty, at the discretion of NBS Scientific. The price increase must be paid at the same time that the principal sum or last payment term is paid.

5.4. If, however, the increased price which NBS Scientific wishes to charge as referred to in Article 5.3 has risen by more than fifteen per cent (15%) compared to the original price, the Counterparty will be entitled to cancel the Agreement in so far as it concerns future obligations on the part of NBS Scientific, within seven (7) days of the notification of the price change and subject to the minimum cancellation fees as specified under Article 4.4, with

the proviso that in that case under no circumstances NBS Scientific will be obliged to compensate the Counterparty for any loss incurred as a result.

6. **Payment**

- 6.1. With respect to Goods delivered or to be delivered by NBS Scientific and/or Services provided or to be provided by NBS Scientific, NBS Scientific will send an invoice to the Counterparty. NBS Scientific shall be entitled to deliver Goods in parts and to invoice these separately.
- 6.2. Payment must be made within thirty (30) days of the invoice date, unless agreed otherwise in Writing. Payments must be made into the bank accounts indicated by NBS Scientific. The moment of payment will be deemed to be the moment at which NBS Scientific receives confirmation from its bank that the amount concerned has been credited to the account.
- 6.3. If payment of an invoice has not been made in full within the stipulated period of time, the Counterparty will immediately be in default by operation of law, without any further notice of default being required, and from the due date of the invoice concerned will be liable to pay interest of 1% per month, or the statutory commercial interest if this is higher, part of a month being counted as a full month. In addition, all extrajudicial collection costs will be payable by the Counterparty, which costs are hereby set in advance by the Parties at a minimum of 15% of the outstanding claim, with a minimum of EUR 150, without prejudice to NBS Scientific's right to claim the actual extrajudicial collection costs if this amount is higher.
- 6.4. If the Counterparty is in default of payment of any invoice as referred to in Article 6.3, all other outstanding invoices will be immediately due and payable without notice of default being required.
- 6.5. Payments made by the Counterparty will be used first to settle costs and interest due, and then to settle the outstanding invoices which have remained unpaid the longest, even if the Counterparty states that a particular payment is to settle a different invoice.
- 6.6. Without prejudice to mandatory provisions, the Counterparty does not have the right to suspend its payment obligations to NBS Scientific or set them off against payment obligations of NBS Scientific to the Counterparty.
- 6.7. NBS Scientific is entitled to set off all claims against the Counterparty against any amounts owed by NBS Scientific to the Counterparty or to natural persons or legal persons affiliated to the Counterparty.
- 6.8. All of NBS Scientific's claims against the Counterparty become due and payable immediately in the following cases:
 - (a) if after the conclusion of the Agreement circumstances have come to NBS Scientific's attention that give it good reason to fear that the Counterparty will not fulfil its obligations, which is entirely at NBS Scientific's discretion;
 - (b) if on conclusion of the Agreement NBS Scientific asked the Counterparty to provide security for the fulfilment as referred to in Article 5.3 and this security is not forthcoming or is insufficient;
 - (c) in the event that the Counterparty's insolvency or a moratorium is applied for or if the Counterparty is declared bankrupt or put into liquidation, or, in so far as the Counterparty is a natural person, if the Debt Rescheduling (Natural Persons) Act (*Wet Schuldsanering Natuurlijke Personen*) is declared applicable to him.
- 6.9. NBS Scientific will be entitled at all times, based on its assessment of the creditworthiness of the Counterparty, to demand security or full or partial advance payment to ensure compliance with all payment obligations, whether due and payable or not. If and as long as the Counterparty fails to provide the security required or to make a full or partial advance payment, NBS Scientific will be authorized to suspend its obligation to deliver.

7. **Delivery time**

- 7.1. The delivery time stated by NBS Scientific in the framework of an Agreement is always an indication and may therefore never be considered a strict deadline, unless explicitly agreed otherwise in Writing between the Parties.

Under no circumstances do delivery in advance of or exceeding an estimated or agreed delivery time give entitlement to compensation.

- 7.2. The delivery time stated by NBS Scientific commences as soon as agreement has been reached on all details, including technical details, all necessary information and suchlike is in possession of NBS Scientific and all conditions necessary for the performance of the Agreement have been complied with.
- 7.3. When determining the delivery time NBS Scientific assumes that it will be able to perform the assignment in the circumstances existing at the time of stating such delivery time and / or concluding the Agreement.
- 7.4. In the event of different circumstances to those known to NBS Scientific at the time of stating such delivery time and / or concluding the Agreement, NBS Scientific may extend the delivery time by the amount of time required to perform the Agreement in the changed circumstances. If, as a result of the above, any work cannot be fit into NBS Scientific's planning, it will be carried out or completed as soon as NBS Scientific's planning permits.
- 7.5. In case of a suspension of obligations by NBS Scientific on account of a shortcoming by the Counterparty, the delivery time will be extended by the duration of the suspension. If, as a result of the above, any work cannot be fit into NBS Scientific's planning, it will be carried out or completed as soon as NBS Scientific's planning permits.
- 7.6. If a delivery period that has been extended four or more times for a total of 16 weeks or more based on Article 7.4 of these Terms and Conditions, has been exceeded, NBS Scientific will only be in default if it has received a Written notice of default from the Counterparty giving it one (1) month to deliver and still fails to comply within this period of time. In the event of termination of the Agreement, the Counterparty will not be entitled to compensation unless such exceeding of this period of time is the result of intent or gross negligence on the part of the management of NBS Scientific and/or its managing employees.

8. **Mode of delivery**

- 8.1. Unless agreed otherwise in the Agreement, the risk of the Goods to be delivered to the Counterparty will pass to the Counterparty at the delivery address agreed between Parties (i.e. DAP, as included in the most recent version of ICC Incoterms).
- 8.2. Unless the Parties have expressly agreed otherwise in Writing, taxes and any other government levies relating to the transport and delivery of the Goods by NBS Scientific, of whatever nature, will be charged to the Counterparty.
- 8.3. The Counterparty must notify NBS Scientific in Writing within 5 working days if any Goods are missing on delivery. If a notification is given after the expiry of this term, the missing Goods will not be credited to the Counterparty, nor will the Goods be delivered free of charge to the Counterparty at a later date.
- 8.4. NBS Scientific has fulfilled its obligation to deliver by making the Goods available to the Counterparty on the agreed date at the delivery address agreed between Parties. The delivery document signed by or on behalf of the Counterparty and/or the relevant appendices of the carrier will constitute conclusive proof of delivery by NBS Scientific of the Goods stated in the delivery document and/or the relevant appendices.
- 8.5. An offer for delivery by NBS Scientific of the Goods ordered to the Counterparty will be considered equivalent to the delivery of these Goods. If the Counterparty refuses to accept the Goods offered for delivery, NBS Scientific will store the Goods concerned at a location to be decided by NBS Scientific for fifteen (15) working days after the date of offering. After the expiry of this period NBS Scientific will no longer be obliged to keep the Goods available for the Counterparty and will be entitled to sell the Goods to a third party or to dispose of them in any other way. The Counterparty will, however, remain obliged to comply with the Agreement by taking possession of the Goods concerned should NBS Scientific so request at the agreed price and is also obliged to compensate NBS Scientific for the loss arising from the Counterparty's initial refusal to accept the Goods concerned, including storage and transport costs.

9. **Retention of title and right of pledge**

- 9.1. All Goods delivered will remain the exclusive property of NBS Scientific until such time as the Counterparty has complied with all of its obligations arising from or in connection with the Agreement or Agreements, including

claims relating to penalties, interest and costs. Until that time the Counterparty undertakes to store the Goods delivered by NBS Scientific separate from other goods and clearly marked as NBS Scientific property and to take out and maintain sufficient insurance.

- 9.2. In the event that Goods are delivered to the Counterparty in a territory other than the Netherlands, supplementary to the retention of title under Dutch law as referred to in Article 9.1, a retention of title as referred to in Article 9.1 under the law of the country concerned will also apply to the Goods concerned, if and as soon as they are located in the territory of the country concerned, with the proviso that for the remainder the Agreement is exclusively governed by Dutch law as referred to in Article 18.
- 9.3. As long as the Goods delivered are subject to retention of title, the Counterparty may not encumber or sell these Goods outside its normal business operations.
- 9.4. After NBS Scientific has invoked its retention of title, it will be entitled to recover the Goods delivered. The Counterparty must allow NBS Scientific to access the premises where the Goods are stored.
- 9.5. If NBS Scientific cannot invoke its retention of title because the Goods delivered have been mixed, deformed or become a constituent element of other goods, the Counterparty will be obliged to pledge the resulting new goods to NBS Scientific or mortgage them.

10. **Acceptance and guarantee**

- 10.1. In any case after NBS Scientific has performed its obligations under the Agreement, the Counterparty will, within a reasonable period of time (being no longer than 8 days after the delivery), subject the Goods delivered and Services provided to an acceptance test. If the Counterparty fails to notify NBS Scientific in Writing of any Defects within the aforementioned reasonable period of time after the delivery, the Goods delivered and Services provided will be deemed to have been accepted by the Counterparty and to comply with the requirements and performance set out in the Agreement.
- 10.2. Other Defects to the Goods delivered and/or Services provided not visible on delivery must be reported to NBS Scientific in Writing, giving reasons, within eight (8) days of their discovery, or after they reasonably could have been discovered, failing which the Goods delivered and/or Services provided will be deemed to have been accepted by the Counterparty and to comply with the requirements and performance set out in the Agreement.
- 10.3. If the Parties fail to reach agreement on the question whether or not there is a Defect, an independent expert will be engaged. The expert will be appointed by NBS Scientific in consultation with the Counterparty. Unless agreed otherwise, the relevant costs will be borne by the party that, for the most part, fails in its claim.
- 10.4. Complaints of any nature whatsoever relating to the performance of the Agreement by NBS Scientific do not suspend the Counterparty's payment obligation and must be communicated to NBS Scientific in Writing.
- 10.5. No obligation whatsoever rests on NBS Scientific concerning a claim submitted if the Counterparty has not fulfilled all its obligations towards NBS Scientific (both financial and otherwise) in time and in full.
- 10.6. A claim concerning a Product delivered and/or Service provided by NBS Scientific cannot affect Goods delivered and/or Services provided earlier or yet to be delivered and/or provided, even if these have been or will be delivered and/or provided in the performance of the same Agreement.
- 10.7. All technical qualifications or specifications provided by NBS Scientific for specific Goods are believed to be accurate but do not constitute a performance guarantee or warranty. At all times, the Counterparty should determine the suitability of the Goods for its own application prior to use.
- 10.8. Unless agreed otherwise in Writing, a guarantee will be provided to the Counterparty for Goods delivered by NBS Scientific with a validity period of five (5) years after delivery with respect to NBS Scientific Code Reading equipment and one (1) year after delivery with respect to any other equipment. The guarantee provided only applies to Goods in their original condition.

11. **Expiry periods**

- 11.1. Legal actions and other powers of the Counterparty, for whatever reason, with respect to NBS Scientific in connection with the Goods delivered and/or Services provided will lapse after twelve (12) months following the date on which the Counterparty became aware or could reasonably be aware of the existence of these rights and powers, but has not lodged a Written claim with NBS Scientific on this basis before the expiry of this period.
- 11.2. If within the period stated in Article 11.1 a Written claim has been lodged by the Counterparty with NBS Scientific in connection with Goods delivered and/or Services provided by NBS Scientific, any legal action of the Counterparty in this respect will also lapse if no lawsuit has been brought against NBS Scientific before the competent court pursuant to Article 18 of the Terms and Conditions within a term of four (4) months after receiving the relevant Written claim.

12. Termination

- 12.1. If the Counterparty fails to fulfil all or part of one or more of its obligations under the Agreement, the Counterparty will be deemed to be in default by operation of law and NBS Scientific will have the right to terminate all or part of the Agreement unilaterally by means of a Written notification to the Counterparty, without any notice of default or judicial intervention, and/or to suspend its obligations under the Agreement, without NBS Scientific being obliged to pay any compensation and without prejudice to any rights accruing to NBS Scientific, including the right to full compensation. All claims which NBS Scientific may have or may acquire against the Counterparty in these cases will be due and payable immediately and in full.
- 12.2. In the event of insolvency, suspension of payments, cessation of work, liquidation or takeover or any comparable situation of the Counterparty, or if the Counterparty ceases its business operations or if an attachment has been levied on a substantial part of the Counterparty's assets or if the Counterparty is otherwise no longer deemed capable of fulfilling the obligations arising from the Agreement, the Counterparty will be in default by operation of law and NBS Scientific will have the right to terminate all or part the Agreement unilaterally by means of a Written notification, without any notice of default or judicial intervention being required and without NBS Scientific being obliged to pay any compensation and without prejudice to its other rights, including NBS Scientific's right to full compensation.

13. Liability and insurance

- 13.1. NBS Scientific is liable for loss suffered by the Counterparty due to any Defect attributable to NBS Scientific in the performance of the Agreement. Only the loss against which NBS Scientific is insured or should reasonably have been insured in view of the nature of NBS Scientific's business and the market in which it operates will qualify for compensation and only up to the amount paid out by the insurer in the matter concerned.
- 13.2. The following do not qualify for compensation:
 - (a) financial loss, such as, but not limited to, trading loss, consequential loss, loss due to delay and loss of profits;
 - (b) damage to goods in custody, including damage caused by or during the performance of work to items of property on which work is performed or which are located near the place where work is performed (the Counterparty must take out proper insurance in this respect, if required);
 - (c) loss arising through the actions or omissions of the Counterparty or third parties in breach of the instructions given by NBS Scientific or in contravention of the Agreement and the Terms and Conditions;
 - (d) loss caused directly by incorrect, incomplete and/or faulty information provided to NBS Scientific by or on behalf of the Counterparty.
- 13.3. If:
 - (a) at the time the agreement is entered into NBS Scientific is unable to take out insurance or to take out insurance on reasonable terms as referred to in Article 13.1 or to extend the insurance afterwards on reasonable terms;
 - (b) the insurer does not pay out for the relevant loss;

(c) the relevant loss is not covered by the insurance,

the compensation for loss will be limited to the amount (excluding VAT) agreed by NBS Scientific with the Counterparty for the agreement concerned.

- 13.4. NBS Scientific is not liable for any damage to materials delivered by or on behalf of the Counterparty caused by faulty processing. At the request of the Counterparty NBS Scientific will perform the processing once again, with new materials delivered by and at the expense of the Counterparty.
- 13.5. The Counterparty indemnifies NBS Scientific against all third-party claims due to loss caused by or in connection with Services provided by and/ or Goods delivered by NBS Scientific, in so far as NBS Scientific is not liable towards the Counterparty for such loss.

14. **Force majeure**

- 14.1. Force majeure means a shortcoming in the performance of an Agreement which cannot be attributed to NBS Scientific.
- 14.2. Force majeure as referred to in Article 14.1 includes in any case – therefore not exclusively – shortcomings as a result of: (a) failures of and/or serious disruptions to the production process at suppliers, including utility companies, (b) failure by third parties to deliver the necessary materials, (c) wilful misconduct or gross negligence of auxiliary persons, (d) strikes, (e) excessive absenteeism of personnel, (f) fire, (g) exceptional weather conditions (such as floods), (h) government measures (both national and at international level), including import and export prohibitions and impediments, (i) war, mobilization, disturbances, riots, state of siege, (j) sabotage, (k) traffic congestion, (l) machinery breakdown and/or (m) delay in transport.
- 14.3. In the case of force majeure, NBS Scientific has the choice of either suspending the performance of the Agreement until the situation of force majeure has ceased to exist or, whether or not having originally chosen to suspend performance, to terminate all or part of the Agreement. In either case the Counterparty will not be entitled to any compensation. If the period in which NBS Scientific is unable to comply with its obligations for reasons of force majeure is longer than thirty (30) days, the Counterparty will also be entitled to terminate part of the Agreement (with respect to the future), with the proviso that NBS Scientific, in accordance with Article 14.4, will be entitled to send an invoice for the work already performed. In case of partial termination there will be no obligation to compensate for loss, if any.
- 14.4. If NBS Scientific has met its obligations in part at the time the force majeure occurs or can only partially comply with its obligations, it will be entitled to invoice that part separately. The Counterparty will be required to pay this invoice as if it were a separate Agreement.

15. **Production tools**

All items used by or on behalf of NBS Scientific for the production, such as but not limited to dies, moulds, stamps, prototypes, special tools and drawings (the 'production tools') manufactured or purchased by NBS Scientific for the Counterparty, will remain the property of NBS Scientific, unless stipulated otherwise in the Agreement.

16. **Confidentiality**

- 16.1. Both Parties are bound not to disclose any confidential information they have acquired from each other or from some other source within the context of their Agreement. Information is to be regarded as confidential if a party has stated that it is confidential or if it is obvious from the nature of the information that it is confidential.
- 16.2. If a Party is obliged, by virtue of a statutory provision or a judicial ruling, to disclose confidential information to third parties designated by the law or a competent court and that Party is unable to claim a right of non-disclosure recognized or granted by the competent court in such a case, then that Party will not be obliged to pay any damages or compensation and the other Party will not be entitled to terminate the Agreement.

17. **Intellectual property rights**

All intellectual and industrial property rights, including but not limited to copyrights and database rights, to any Goods and/or results of Services including but not limited to copy, models, drawings, designs, documentation, photographic recordings, films, information carriers, equipment and software (in object code and source code), information and databases, moulds and dies, which are the subject of and/or arise from and/or are used in the performance of the obligations under the Agreement between NBS Scientific and the Counterparty are vested in NBS Scientific. If the aforementioned rights are not vested in NBS Scientific, the Counterparty will be obliged to grant its cooperation to the transfer of the relevant right to NBS Scientific on demand.

18. **Applicable law and competent court**

- 18.1. All Agreements concluded by NBS Scientific will be exclusively governed by Dutch law to the exclusion of the United Nations Convention for the International Sale of Goods.
- 18.2. Any disputes between the Parties will be exclusively submitted to the District Court for the Central Netherlands.