

General terms and conditions of Vyva Fabrics

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Article 1: Applicability, definitions

1. These terms and conditions apply to every offer and each agreement with Viva Vinyl B.V., T/A Vyva Fabrics, in Lijnden, the Netherlands, Chamber of Commerce number 34249852, hereinafter referred to as "Vyva Fabrics".
2. These general terms and conditions also apply to the repeat orders and part orders ensuing from the agreement.
3. The (potential) purchaser is also referred to as the "Client".
4. "In writing" is taken to mean: by letter, by email, by fax or any other means of communication which can be considered to be equivalent thereto, having regard to the state of technology and generally accepted applicable standards.
5. If one or more provisions of these terms and conditions at any time are, in full or in part, null and void, or are declared void, the remaining provisions of these terms and conditions will continue to be fully applicable. Parties will in that case enter into consultation in order to agree to new provisions to replace the void or voided provision, in the course of which the objective and effect of the original provision will be taken into consideration as much as possible.
6. The applicability of any terms and conditions of purchase, or any other terms and conditions of the Client is expressly rejected.
7. Each order means acceptance without reservation and unconditional and full approval from the Client of the present general terms and conditions of sale. The exception to this are the terms and conditions specifically agreed in writing by Vyva Fabrics with the Client prior to the order.
8. All documents other than the agreement and these terms and conditions, such as catalogues, prospectuses, advertising and/or notifications are exclusively for the purpose of notification and of an informative nature and cannot be deemed to be contractual.
9. If Vyva Fabrics does not always require strict compliance with these terms and conditions, this will not mean that these do not apply, or that Vyva Fabrics would to any extent whatsoever, lose the right in other cases to require strict compliance with these terms and conditions. The latest published version of these terms and conditions provided to the Client will always apply.
10. In the event of discrepancy or conflict between these general terms and conditions and the translation thereof, the Dutch text will prevail.
11. If Vyva Fabrics has already made these terms and conditions available to the Client several times, it will concern a long-term trading relationship. In that case Vyva Fabrics will not have to make these terms and conditions available again each time to have these apply to the following agreements.

Article 2: Offers, tenders, prices

1. Every offer and every tender from Vyva Fabrics will apply during the period set out therein. An offer or tender in which no period of validity is set out will be without obligation. In the event of an offer without obligation or a tender without obligation Vyva Fabrics will have the right to withdraw this offer or this tender no later than within 3 working days after receipt of the acceptance.
2. All amounts referred to by Vyva Fabrics are excluding VAT and any costs, such as transport, dispatch, export, administrative, handling costs and invoices from engaged third parties, unless stated otherwise.
3. A composite offer/tender will not oblige Vyva Fabrics to deliver a part of the offer at a corresponding part of the price.
4. If an offer/tender is based on information provided by the Client and this information appears to be incorrect/incomplete, or as the case may be changed, Vyva Fabrics will be permitted to adjust the stated prices and/or delivery periods.
5. The offer, the tender and the prices do not apply automatically to repeat orders or part orders.
6. The samples, designs, statements of colours, measurements, weights and other descriptions demonstrated and/or provided in brochures, promotion material and/or on the website of Vyva Fabrics, or its suppliers, are as accurate as possible but only apply as an indication. The Client cannot derive any rights therefrom.
7. The provided samples and designs remain the property of Vyva Fabrics and must be returned to the company upon its first request at the expense of the Client.
8. If between the date of the concluding of the agreement and the performance thereof a (cost) price increasing circumstance occurs for Vyva Fabrics as a result of amendments of legislation and regulations, government measures, exchange rate fluctuations, or changes in the prices for the required materials and/or raw materials, Vyva Fabrics will have the right to increase the agreed prices accordingly and to charge these to the Client.

Article 3: Coming into effect of agreements

1. The agreement comes into effect after the Client has accepted the offer from Vyva Fabrics. If the acceptance by the Client derogates on some points, the agreement will only come into effect if Vyva Fabrics has agreed in writing to these derogations.
2. Vyva Fabrics only will be bound to:
 - a. an order without a prior offer for this;
 - b. verbal arrangements;
 - c. addendums to or amendments of the general terms and conditions or the agreement; after confirmation in writing thereof to the Client, or as soon as Vyva Fabrics - without any objection to this from the Client - has commenced with the execution of the order or arrangements.
3. On order must be taken to mean each order that has been taken receipt of by Vyva Fabrics, which its rates apply to. Once a price quote has been drawn up this must be regarded as a special condition for the amendment of or addendum to the present general terms and conditions.
4. This will be irrevocable for the Client from the time of receipt of the order, except for acceptance in writing from Vyva Fabrics.
5. In the event of a change of the order by the Client, Vyva Fabrics will be released from the agreed execution period.

Article 4: Obligations of the Client

1. The Client will be responsible for ensuring that all information agreed to be required for the performance of the agreement will be made available to Vyva Fabrics in a timely manner and in the manner required by Vyva Fabrics and that this information is correct and complete.
2. All goods delivered by Vyva Fabrics are exclusively permitted to be sold on by the Client in the original packaging originating from Vyva Fabrics or its suppliers. The Client is not permitted to make any changes to the original packaging and must prevent damage.
3. If the Client does not, or not in a timely manner, fulfil the aforesaid obligation, Vyva Fabrics will have the right to suspend the performance of the agreement until the time when the Client has fulfilled the obligations of the Client. The costs attached to the delay incurred and the other consequences ensuing therefrom are at the expense and risk of the Client.
4. If the Client does not fulfil the obligations and Vyva Fabrics omits to require specific performance from the Client, this will not affect the right of Vyva Fabrics to still require specific performance at a later time.

Article 5: Delivery, transport and delivery periods

1. The agreed delivery periods will never be final deadlines. If Vyva Fabrics has not, or not in a timely manner, fulfilled its obligations to deliver, the Client must give it notice of default in writing and thereby still grant a reasonable period to still fulfil these obligations to deliver.
2. Vyva Fabrics will be entitled to deliver in parts, whereby each partial delivery can be invoiced for separately.
3. If the proper performance of the agreement requires this according to Vyva Fabrics, it is permitted to have (partial) deliveries executed by third parties.
4. The risk for the goods to be delivered transfers to the Client at the time of delivery. This is the time when the goods to be delivered leave the building or warehouse of Vyva Fabrics or of its suppliers, or when Vyva Fabrics has informed the Client that these goods can be collected by the Client.
5. It is for the Client to insure the costs and risks of the transport of the goods, unless agreed otherwise.
6. The delivery will be deemed to have been executed at the time of leaving the Vyva Fabrics warehouses or factories, even in the event of carriage paid delivery, and also if Vyva Fabrics has taken out insurance to cover the transport risks. All this does not mean otherwise than that Vyva Fabrics accepts the costs of the transport and/or insurance, however this is met with the exclusion of all risks.
7. In all events the dispatch or transport of the goods will take place at the expense and risk of the Client and in a manner to be determined by Vyva Fabrics. Vyva Fabrics is not liable for damage of whatsoever nature - whether or not of the goods themselves - that is related to the dispatch or the transport.
8. If due to a cause situated within the responsibility of the Client, it is not possible to deliver the ordered goods (in the agreed manner) to the Client, or these are not collected, Vyva Fabrics will have the right to store the goods at the expense and risk of the Client. The Client must enable Vyva Fabrics, within a period to be set out by Vyva Fabrics after notification of the storage, to still deliver, or as the case may be to still collect the goods, within this period.
9. If after the period referred to in the previous sub clause, the Client remains in default of the purchase obligation of the Client, the Client will be immediately in default. In that case Vyva Fabrics will have the right to terminate the agreement, wholly or in part, with immediate effect by means of a statement in writing and to sell the goods to third parties without an obligation ensuing therefrom for Vyva Fabrics of compensation of damage, costs and interest. The preceding will not affect the obligation of the Client of compensation of any (storage) costs, loss due to delay, lost profits, or other damage, or the right of Vyva Fabrics to still claim specific performance.
10. An agreed delivery period only commences at the time when Vyva Fabrics has received all the information necessary for the delivery and any agreed (advance) payment from the Client. If delays arise because of this, the delivery period will be extended accordingly.
11. Vyva Fabrics retains the right, with regard to the ordered quantities, to deliver with a tolerance of 10% more or less of the foreseen dimensions.

Article 6: Complaints and guarantee

1. Vyva Fabrics is responsible for ensuring that the agreed deliveries are executed adequately and in conformity with the standards applicable in the sector, but never provides a further reaching guarantee than as was agreed between parties.
2. Any guarantee is limited to the first six months of use. Delivered products are deemed to have been taken into use no later than three months after them having been made available. The Client must in any event be able to demonstrate the date of the commencement of the use. The guarantee will terminate by operation of law after the end of this period.
3. During the guarantee period Vyva Fabrics guarantees the usual quality and sound condition of the delivery.
4. The guarantee does not cover any damage and wear and tear resulting from processing, modification, or special application of the delivered products, whether or not these are normal.
5. If a guarantee has been issued by the manufacturer or supplier for the goods delivered by Vyva Fabrics, this guarantee will apply in an equal manner between parties. Vyva Fabrics will inform the Client about this.
6. If the purpose for which the Client wants to process or use the goods derogates from the usual purpose of these goods, Vyva Fabrics will only guarantee that the goods are suitable for this purpose if Vyva Fabrics has confirmed this in writing to the Client.
7. Reliance on the guarantee is not possible for as long as the Client has not yet paid the price agreed for the goods.
8. In the event of justifiable reliance on the guarantee, Vyva Fabrics will, at its discretion, ensure (free of charge) the repair or the replacement of the goods, or as the case may be arrange at its discretion repayment, or a reduction of, the agreed price. If there is additional damage, the provisions of the liability clause included in these general terms and conditions will apply to this.
9. The Client must inspect the goods immediately upon receipt and report any visible defects, faults, damage and/or derogation in numbers in the consignment note or the accompanying receipt. This inspection is in particular focused on quality, quantities, reference numbers of the goods and conformity with the order. In the absence of a consignment note or accompanying receipt the Client must report the defect, faults and suchlike within 3 working days after receipt of the goods to Vyva Fabrics, followed by a confirmation in writing thereof. In the absence of such reporting, the goods will be deemed to have been received in a good state of repair and to comply with the agreement. All this is regardless of the measures that the Client must take in the event of visible defects and imperfections with regard to the carrier. The complaint furthermore must be accompanied by evidence of the alleged defects or imperfections. Vyva Fabrics retains the right to proceed, whether or not directly, with ascertaining and verification on site.
10. Complaints will only be dealt with if these concern the goods that are sold as being the first choice and that have not been treated or processed in any manner whatsoever, with the exception of rejected cloth and 'out of fashion' cloth.
11. All statements with regard to the quality, the chemical composition, the nature and external characteristics of the sold goods exclusively serve for information and under no circumstances contain any guarantee in whatsoever manner, unless expressly determined otherwise.
12. Ordered goods are delivered by Vyva Fabrics (wholesale trade) packaging kept in stock and/or minimal quantities and numbers. Minor derogations with regard to the stated measurements, weights, thickness, derogation in material (natural marks, numbers, colours and suchlike, which are accepted in the sector) will not apply as any shortcoming on the part of Vyva Fabrics. No reliance on the guarantee is possible in this respect.
13. The Client must provide Vyva Fabrics with the opportunity to inspect the complaint and must provide Vyva Fabrics with all information relevant for this purpose. If this is necessary for the inspection of the return consignment, this will take place at the expense of the Client, except for when the complaint appears to be well-founded afterwards. The transport risk is always for the Client.
14. It is not possible to submit complaints about imperfections in or characteristics of goods that are produced from natural materials if these imperfections or characteristics are inherent to the nature of these materials.
15. It is not possible to submit complaints about discolouration and minor mutual colour derogations, or about goods that, after receipt by the Client, are changed by nature and/or compositions, or as the case may be have been treated or processed in full or in part.
16. Complaints must be reported in writing to Vyva Fabrics immediately after discovery, but no later than within the agreed guarantee period. All consequences of not immediately reporting are for the risk of the Client. If no express guarantee period has been agreed, a period of 1 year after delivery will apply.
17. Every return consignment of goods requires prior and express permission from Vyva Fabrics. The costs and risks of return consignments are fully at the expense of the Client, unless otherwise agreed in writing. Return consignments will take place in any event in the manner to be determined by Vyva Fabrics and in the original packaging or container.
18. Each complaint that is acknowledged to be well-founded and is received within the aforesaid period will give the Client the right to replacement at the expense of Vyva Fabrics of the items that do not conform with the order, or the items that show imperfections, with the exclusion of any compensation, or indemnification, on whatsoever basis, and in particular with the exclusion of any repayment of costs (labour, disassembly costs, reassembly, transport on site and any others).
19. If a complaint is not reported to Vyva Fabrics within the periods set out, no reliance on the agreed guarantee will be possible.
20. The complaint submitted in accordance with the terms and conditions and in the manner described in the present article will not result in the right to suspension of payment by the Client for the goods concerned.
21. Under no circumstances can the responsibility of Vyva Fabrics be invoked for incidents that occur during the transport, such as destruction, damage, loss or theft, not even when the carrier has been designated by Vyva Fabrics.
22. Advice from Vyva Fabrics, in particular concerning the technical application, is based on its experience and knowledge, but exclusively serves for information and is without any guarantee. The Client must in particular, and if necessary by conducting tests in advance, establish the conformity and the quality of the delivered goods. The Client is the sole party with the responsibility to establish the suitability of the products for the use that they are intended for.
23. Vyva Fabrics does its utmost to have its suppliers fulfil the obligations, which they are obliged to do on the basis of Decree (CE) n° 1907/2006 concerning the recording, the evaluation and the authorisation of chemical substances and the restrictions that apply to these substances (REACH) and Vyva Fabrics will provide all information and documents, which are issued by the suppliers concerned, to the Client. It has been expressly agreed that the obligation of Vyva Fabrics, which is stipulated in REACH, is only an obligation to use best endeavours. Vyva Fabrics cannot be held liable for the integrity and the accuracy of the information that is issued by the suppliers and the Client cannot in any manner whatsoever demand justification for any omission concerning the regulations of REACH by the suppliers of Vyva Fabrics.
24. The safety data sheets will be forwarded to the Client, if necessary, in accordance with the statutory provisions. The Client must comply meticulously with the information present in the sheets.

Article 7: Liability

1. Vyva Fabrics does not accept any liability whatsoever except for as expressly agreed by, or given in the guarantees by Vyva Fabrics
2. Without prejudice to the provisions of the previous sub clause, Vyva Fabrics is at the most liable for direct damage or loss. Any liability of Vyva Fabrics for consequential loss, such as trading loss, lost profits and/or loss suffered, loss due to delay and/or personal injury, is expressly excluded.
3. The Client must take all measures necessary for the prevention or limitation of damage.
4. If Vyva Fabrics is liable for the damage suffered by the Client, the liability for compensation of Vyva Fabrics always will be limited to a maximum of the amount that is paid by the underwriter of Vyva Fabrics in a particular case. If the underwriter does not make a payment, or if the damage does not fall under the insurance taken out by Vyva Fabrics, the liability for compensation of Vyva Fabrics will be limited to a maximum of the invoice amount for the delivered goods.
5. In addition to the provisions above, Vyva Fabrics also will not be liable and the Client cannot rely on the applicable guarantee if the damage has arisen due to:
 - a. incompetent use, or use in conflict with the intended purpose of the delivery or the instructions, advice, recommendations for use, information leaflets and suchlike provided by or on behalf of Vyva Fabrics;
 - b. incompetent safekeeping (storage) or maintenance of goods;
 - c. errors or incompleteness in the information provided by or on behalf of the Client to Vyva Fabrics;
 - d. directions or instructions from or on behalf of the Client;
 - e. the choice of the Client, which derogates from the advice from Vyva Fabrics and/or from what is usual;
 - f. the choice that the Client has made with regard to the goods to be delivered;
 - g. repairs, or other work, or processing with regard to the goods executed by or on behalf of the Client, without express prior permission from Vyva Fabrics.
6. in the events as summed up in the previous sub clause, the Client will be fully liable for all damage ensuing therefrom and will expressly indemnify Vyva Fabrics against all claims made by third parties for compensation of this damage.
7. The limitations of liability referred to will not apply if the damage can be attributed to intention and/or wilful recklessness on the part of Vyva Fabrics, or the managerial personnel at management level, or if mandatory statutory provisions object to this. Vyva Fabrics will exclusively indemnify the Client in these cases against any claims by third parties toward the Client.

Article 8: Price, payment and payment terms

1. All prices are recorded in accordance with the rates applicable at the date of the order. The prices can be adjusted at any required time, in particular in the event of changes of the fiscal details or the economic situation. Any price changes will not give the Client the right to cancel the order.
2. Costs that were not provided for during the concluding of the agreement, such as additional duties, taxes and costs for transport and insurance, will be at the expense of the Client. This also applies to all additional costs ensuing from special requirements of the Client.
3. Vyva Fabrics has the right to require security for payment from the Client,
4. Payment will take place at delivery, or on the basis of advance payment, unless expressly agreed otherwise. No reduction will be given due to advance payment, except for under special terms and conditions. If payment after receipt of the invoice date has been agreed the payment must take place within a due date of 30 days after the invoice date. The accuracy of an invoice will be established thereby if the Client has not made an objection within this payment term.
5. Payment in instalments must be expressly accepted by Vyva Fabrics. It is thereupon for the Client to specify the dates of dispatch and the parties, either during ordering or at the latest within a period of four weeks after the request from Vyva Fabrics. In the event of default of payment Vyva Fabrics can, at its discretion, either terminate the agreement or deliver the goods divided over the total duration of the delivery in approximately equal parts.

6. In the event of reduction due to advance payment only the VAT over the paid amount will give the right to deduction.
7. The location of payment of invoices is in all cases the place of business of Vyva Fabrics, regardless of the place of delivery. The payment arrangements made do not result in any derogation whatsoever from the jurisdiction clause.
8. Payment only will be regarded as having taken place on the date when Vyva Fabrics can freely dispose of the paid amount at its bank.
9. Payments will first serve to settle the overdue interest and thereupon to settle the longest outstanding debt. Under no circumstances will the amounts due constitute cause for deduction or setoff compensation.
10. In the event of the death of the Client, dissolution, liquidation, moratorium, or bankruptcy of the Client, as well as if the Client has previously withdrawn from the obligations of the Client (for example by default or arrears of payment), or more in the particular in the event of serious doubt about the creditworthiness of the Client, the sale to the Client can be refused, except for when the Client submits convincing evidence, or pays prior to dispatch.
11. In the event of default of payment on any due date, the other due dates as well as the amounts owed to Vyva Fabrics on whatsoever basis will be immediately due and payable.
12. If an invoice after the expiry of the payment term has not been paid in full, or no direct debit collection could take place, the Client will owe to Vyva Fabrics default interest to the amount of 2% per (part of the) month, to be calculated cumulatively over the principal sum.
13. If after demand of payment made by Vyva Fabrics payment is still not forthcoming, Vyva Fabrics will furthermore have the right to charge the Client for the actual extrajudicial collection costs with a minimum of 15% of the invoice amount and a minimum of € 150.
14. In the event that payment in full from the Client is not forthcoming, Vyva Fabrics will have the right to terminate the agreement, without further notice of default, by means of a statement in writing, or to suspend the obligations of Vyva Fabrics under the agreement until the Client has paid, or provided adequate security for this. Vyva Fabrics also has the aforesaid right of suspension if prior to the Client falling into default of payment Vyva Fabrics has well-founded reasons to doubt the creditworthiness of the Client.
15. The client is not permitted to set off the claims of Vyva Fabrics against any counterclaims that the Client has against Vyva Fabrics. This also applies if the Client applies for moratorium, or is declared insolvent.

Article 9: Retention of title

1. Vyva Fabrics retains the ownership of all goods delivered and to be delivered pursuant to the agreement until the Client has fulfilled all payment obligations toward Vyva Fabrics.
2. Submitting any securities, which oblige payment, will not constitute payment under any circumstances. Default of payment at any due date can result in the claiming back of the goods. This will not constitute a hindrance to the transfer to the Client, from the time of delivery, of the risks of loss and damage of the sold goods, nor any damage caused by these.
3. Goods that are subject to retention of title are permitted to be sold on by the Client in the context of the usual business operations, provided that the Client has also stipulated retention of title of the delivered goods for the customers of the Client.
4. As long as the delivered goods are subject to retention of title the Client is not permitted in any manner whatsoever to pledge the goods, or by means of lists of receivables pledged to the bank, bring the goods under the (actual) control of a financier, nor to transfer them in possession as guarantee. The authorisation to sell on will be automatically withdrawn in the event of moratorium or insolvency.
5. The Client will be entitled to process the delivered goods in the context of the usual business operations. From that time the Client transfers the ownership of the subject acquired by the processing to Vyva Fabrics in order to guarantee the rights of Vyva Fabrics referred to above.
6. In the event of attachment or any other form of intervention by third parties the Client will be obliged to immediately inform Vyva Fabrics about this. The authorisation for processing will be automatically withdrawn in the event of moratorium or insolvency.
7. The Client must immediately inform Vyva Fabrics in writing if third parties allege to have ownership or other rights to goods subject to retention of title.
8. The Client must, for as long as the goods are subject to retention of title, keep these carefully and as identifiable property of Vyva Fabrics.
9. The Client must ensure such business and contents insurance so that the goods that are delivered subject to retention of title are at all times co-insured and will provide Vyva Fabrics on first request with access to the insurance policy and the accompanying evidence of premium payments.
10. If the Client acts in conflict with the provisions of this article, or if Vyva Fabrics relies on the retention of title, the irrevocable right will accrue to Vyva Fabrics and its employees to enter the site of the Client and take back the goods that are delivered subject to retention of title. This applies without prejudice to the right of Vyva Fabrics to compensation of damage, lost profit and interest and the right to terminate the agreement without further notice of default by means of a statement in writing.

Article 10: Bankruptcy, loss of power of disposition and suchlike

1. Vyva Fabrics always has the right to terminate the agreement without further notice of default by means of a statement in writing to the Client at the time when the Client:
 - a. is declared bankrupt or has submitted a petition for bankruptcy;
 - b. applies for moratorium;
 - c. becomes subject to an attachment under a warrant of execution;
 - d. becomes subject to a guardianship or administration order;
 - e. otherwise loses the power of disposition or legal capacity with regard to its assets or parts thereof.
2. The client must always inform the receiver or the administrator about the (contents of the) agreements and these general terms and conditions.

Article 11: Force majeure

1. In the event of force majeure on the part of the Client or Vyva Fabrics, Vyva Fabrics will have the right to terminate the agreement by means of a statement in writing to the Client, or to suspend the fulfilment of its obligations toward the Client without being obliged to any compensation.
2. Force majeure on the part of Vyva Fabrics is taken to mean in the context of these terms and conditions: a non-attributable shortcoming on the part of Vyva Fabrics, or the third parties engaged by it, or suppliers, or other compelling reasons on the part of Vyva Fabrics.
3. Circumstances in which there will be force majeure on the part of Vyva Fabrics are inter alia taken to mean: war, riot, mobilisation, national and international riots and civil commotion, government measures, strike actions in the organisation of Vyva Fabrics and/or the Client or the threat and suchlike of these circumstances, disruption of the exchange rates existing at the time of the entering into of the agreement, business interruptions due to fire, burglary, sabotage, power failure, internet failure, or telephone connections failure, natural phenomena, (natural) disasters and suchlike, as well as weather conditions, road blockades, accident import and export restricting measures and suchlike, occurrence of transport problems and delivery problems.
4. If the force majeure situation occurs when the agreement has already been partially executed, the Client must in any event fulfil the obligations toward Vyva Fabrics until that time.

Article 12: Cancellation, suspension

1. Cancellation of an order is possible subject to the condition that this takes place within 5 days after the order / confirmation of the order / acceptance of the offer.
2. In the event of cancellation of (a part of) the order, all costs incurred by Vyva Fabrics or costs that Vyva Fabrics has undertaken to pay, as well as the lost profit resulting from the cancellation, will be immediately due and payable, with a minimum of - at the discretion of Vyva Fabrics and depending on the costs already incurred/deliveries already executed - from 25 to 100% of the principal sum, plus any damage suffered as a result of the cancellation. The Client is liable toward third parties for the consequences of the cancellation and indemnifies Vyva Fabrics against the claims by third parties ensuing therefrom.
3. Vyva Fabrics has the right to set off all amounts paid by the Client against the compensation owed by the Client.
4. In the event of suspension of the performance of the agreement on request from the Client all costs incurred will be immediately due and payable and Vyva Fabrics will be permitted to charge these to the Client. Vyva Fabrics is furthermore permitted to charge the costs incurred or to be incurred during the suspension period to the Client.
5. If the performance of the agreement cannot be resumed after the agreed duration of the suspension, Vyva Fabrics will have the right to terminate the agreement by means of a letter to the Client. If the performance of the agreement is resumed after the agreed duration of the suspension, the Client must compensate any costs on the part of Vyva Fabrics ensuing from the resumption.

Article 13: Intellectual property

1. All technical documentation issued or forwarded to the Client remains the exclusive property of Vyva Fabrics.
2. Vyva Fabrics has and retains the right and entitlements with regard to its collections, designs, models, plans, drawings, technical documentation, etc., which accrue to it on the basis of the Copyright Act and other intellectual legislation and regulations.
3. The Client indemnifies Vyva Fabrics against infringements of intellectual property rights of third parties.

Article 14: Applicable law and disputes

1. Dutch law exclusively applies to all legal relationships Vyva Fabrics is party to, also if an obligation is wholly or partially fulfilled abroad, or if the party involved in the legal relationship has its residence abroad. The applicability of the Vienna Sales Convention is excluded.
2. Disputes between parties will be submitted - possibly in derogation from the usual rules on jurisdiction - to the Sub district Court in the district of Vyva Fabrics. However, Vyva always retains the right to submit a dispute to the court with competent jurisdiction in the place where the Client is established. If the Client is established outside the Netherlands Vyva Fabrics will have the right to choose to submit the dispute to the court with competent jurisdiction in the country or the state where the Client is established.
3. Parties have further expressly agreed that an appeal against the judgments at first instance of the sub district court is available (Section 96, 332 and 333 of the Code of Civil Procedure).
4. Parties will only apply to the court after they have made best endeavours to resolve a dispute in mutual consultation.
5. All (extra)judicial costs will be at the expense of the Client remaining in default. This also applies to the costs attached to, or ensuing from, the Client not complying with the terms and conditions of payment or supply of the order concerned.