Algemene Verkoop Voorwaarden - General Sales Terms and Conditions
As filed at the District Court in Midden-Nederland under number 69/2013

Article 1 Applicability
1.1 These General Sales Terms and Conditions are applicable to all quotations, requests and offers, as well as every agreement to supply goods and / or services (hereafter: "**Agreement**") of the limited company HIT Trading B.V., located and with registered offices in Lelystad, the Netherlands, as well as companies affiliated to HIT Trading B.V., (hereafter jointly referred to as "**HIT Trading**"). HIT Trading is registered with the Chamber of Commerce under the number 09084264. Any terms or conditions which deviate from these General Sales Terms and Conditions will only apply if these have been explicitly approved in writing by HIT Trading.
1.2 The applicability of general and / or other (purchasing) terms and conditions of the other party to HIT Trading (hereafter referred to as "**Buyer**") is explicitly rejected by HIT Trading, unless these terms and conditions, or a part thereof, have been accepted explicitly in writing by HIT Trading.
1.3 Buyer with whom HIT Trading has effectuated an Agreement under these General Sales Terms and Conditions accepts the applicability of these General Sales Terms and Conditions on all subsequent Agreements.
1.4 HIT Trading is entitled to alter these General Sales Terms and Conditions unilaterally. HIT Trading will provide Buyer with timely notification of such changes.
1.5 Buyer is only entitled to call on terms which differ from those in these General Sales Terms and Conditions if these differing terms have been explicitly accepted by HIT Trading in writing in a separate agreement. Where the separate agreement contradicts these General Sales Terms and Conditions, the provisions of the separate agreement or Agreement will prevail above the provisions in the General Terms and Conditions.
1.6 In the case of the invalidity or annulment of one or more of the provisions of the Agreement or of these General Sales Terms and Conditions the other provisions remain in force in their entirety. HIT Trading and Buyer will then negotiate a replacement of the invalid or annulled provisions of these General Terms and Conditions, by provisions which as far as possible meet the intention of the invalid or annulled provisions.

Article 2 Effectuation
2.1 Quotations provided by HIT Trading are without obligation and do not oblige HIT Trading to supply the goods or services offered to Buyer. Unless otherwise specified in the quotation, this is valid no longer than 14 (fourteen) days.
2.2 Offers or quotations are not automatically applicable to repeat orders.
2.3 An Agreement between HIT Trading and Buyer comes into effect after HIT Trading has confirmed an order in writing to Buyer or HIT Trading has within 4 (four) weeks of the order having been placed, begun actual implementation of the order. Agreements entered into via agents, sales representatives and/ or other persons, only bind HIT Trading after these Agreements have been confirmed by HIT Trading in writing, or HIT Trading has begun the actual implementation there of.
2.4 Changes related to the Agreement will only come into force if these have been agreed in writing by HIT Trading and Buyer.
2.5 The drawings, folders, brochures, models or monsters sent along by HIT Trading (when issuing an order) remain its property.
2.6 In case of a commission to deliver in various parts, the Agreement is deemed to be concluded in its entirety, when the first delivery takes place in part or a partial delivery has been made.
2.7 Possible oral arrangements made later, promises and/or changes in the Agreement made by or on behalf of (staff of) HIT Trading to Buyer, shall only be binding when these have been confirmed in writing by HIT Trading or that it starts executing such in part.
2.8 The expression "in writing" as set forth in these terms and conditions also includes: Per facsimile/fax and/or per e-mail.
2.9 If the Buyer desires additions or changes to the proceedings that HIT Trading has to execute on the basis of the Agreement or the products that HIT Trading is required to supply and HIT Trading is of the opinion that its obligations are increased or become more burdensome, then it will be considered as extra work, even when parties have agreed earlier upon a fixed price. If HIT Trading is of the opinion that there is an instance of extra work, then it will inform the Buyer thereof as soon as possible and inform him about the consequences for the price and the term within which the activities can be executed by HIT Trading. The Buyer is deemed to have agreed with the execution of extra work and related costs and other consequences, unless he, immediately after the aforementioned notification by HIT Trading, objects to it in writing. In such instances HIT Trading is authorized not to execute these additions or changes.

Article 3 Delivery, ownership and risk
3.1 Any delivery term given is always an approximation and not an expiration date, unless explicitly agreed otherwise in writing by HIT Trading. HIT Trading will make reasonable efforts to realize the delivery of the goods and/or services on the approximate delivery date given. HIT Trading will inform Buyer if, and as soon as it has any indication that the approximate delivery date will not be met. If possible, HIT Trading will give an indication of the new delivery date.
3.2 Unless explicitly agreed otherwise in writing the HIT Trading warehouse (in Lelystad) will apply as delivery location.
3.3 Ownership of the goods supplied by HIT Trading remains with HIT Trading until Buyer has met all subsequent obligations of any Agreement made with HIT Trading, being:
- reciprocation for the goods and/or services supplied or to be supplied;
- finally meeting any claims by HIT Trading against Buyer as a result of failure on the part of Buyer to meet, either in part or in full, any Agreement made with HIT Trading.
3.4 The liability and the risk for the goods and/or services to be supplied by HIT Trading transfer to Buyer at the moment of delivery of the goods to Buyer.
3.5 HIT Trading is authorized to deliver C.O.D.
3.6 HIT Trading is authorized, if it deems so necessary or desirable for a proper execution of the commission provided to it, to employ third parties in the execution, of which the costs shall be charged to the Buyer in accordance with the price quote(s) provided. To the extent possible and/or necessary, HIT Trading shall consult with the Buyer about this matter.
3.7 Exceeding the agreed delivery term will never render the Buyer a claim to compensation for damages by HIT Trading in any form or shape, to non-acceptance or dissolution of the Agreement or the suspension of any obligation of the Buyer deriving from the Agreement.

3.8 The Buyer may return the load carriers immediately upon delivery to HIT Trading or have these exchanged by HIT Trading. Should the Buyer wish not to make use of either possibilities, then HIT Trading has the right to charge the Buyer for these load carriers against the then current market price.
3.9 In case of force majeure, which is deemed to include: strike, fire, loss of goods during transport, water damage, government measures, delay during shipping or transport, export prohibitions, war, mobilization, im- or export restrictions and in all other situations, that impede the compliance with the Agreement temporary or otherwise, HIT Trading shall be entitled in its discretion to either extend the delivery time for the duration of the impediment or to cancel the purchase, to the extent that it is affected by this impediment.
3.10 When so required in writing by the Buyer, HIT Trading is obliged to make its choice known to the Buyer within 8 (eight) working days.
3.11 The obligation by HIT Trading to deliver shall be complied with by offering the goods once to the Buyer. The receipt signed by the Buyer or the person representing him thereby, will be regarded as complete proof of delivery.
3.12 In case of non-acceptance, the travel expenses, storage and other costs will be for the account of the Buyer. Furthermore HIT Trading shall be eligible for the stipulation set forth in article 15.
3.13 The Buyer is authorized to transfer the delivered goods to third parties, by means of lien or ownership, or to make available for use to third parties, until he has fully complied with his payment and other obligations towards HIT Trading. Until that moment, the Buyer has the delivered goods under the title of loan.
3.14 If the Buyer does not comply, neither timely nor properly, with any obligation under the Agreement, or if any circumstance arises as set forth in article 6.1, then HIT Trading is authorized to take back the delivered goods without any notification of default or intervention by the courts to be required. The Buyer grants HIT Trading thereto an irrevocable power of attorney for the access to the location(s) where the delivered goods are located and shall also otherwise provide direct and complete cooperation to make the delivered goods available to HIT Trading.
3.15 In case HIT Trading actually took back the delivered goods, then the Agreement shall have been dissolved in accordance with the stipulations set forth in article 10.1.
3.16 The Buyer is obliged to notify HIT Trading immediately in writing that third parties state rights on what has been delivered by HIT Trading, to the extent that such had not become his property, as well as the occurrence of any circumstance set forth in article 10.1. Should it become obvious after a while that the Buyer has not complied with this obligation then he is liable to pay a contractual fine, that is immediately payable and not eligible for reduction by the courts, of 15% (fifteen percent) of the amount of the invoice due, excluding VAT, with a minimum of € 250 (two hundred and fifty Euro) excluding VAT, per day or part thereof, that he has not complied with this obligation.
3.17 For the delivery of earthenware, glass and porcelain, a Buyer's own risk of 5% (five percent) will be effectuated.

Article 4 Obligation to Inform
4.1 At the first request to do so by HIT Trading, Buyer is obliged to provide HIT Trading with all information relevant to the Agreement, including but not limited to the correct VAT- identification number, as well as the name under which Buyer is registered with the relevant tax authority and registration numbers at the local authorities and Chamber of Commerce.

Article 5 Prices
5.1 Unless stated otherwise, the prices used are based on the purchasing prices, wages, wage costs, social and government charges, transport costs, insurance premiums and other costs applicable at the time of the quotation, or the order date respectively. All prices stated are exclusive of any sales tax which may be due.
5.2 In the case of an increase in one or more cost price factors, HIT Trading is entitled to increase the order prices accordingly, in due consideration of any statutory applicable requirements, provided however that details of any known future price increase were stated at the time the Agreement was entered into.
5.3 The prices quoted by HIT Trading are ex works, warehouse and depot.
5.4 Unless agreed explicitly at the time of the confirmation of the order, the following is not included in the price: (confirmation)
a) special clearing costs and/or import duties
b) special wrapping or packaging costs
c) shipping or transport costs
d) costs of transport insurance
e) administration costs for deliveries with an invoice amount below € 500 (five hundred Euro)
f) credit limitation

Article 6 Surety
6.1 HIT Trading has the right to demand sufficient surety from Buyer with respect to the ability to meet any payment obligation, including requiring Buyer to make advance payments, prior to making delivery or continuing with subsequent deliveries, or meeting any other obligation arising from the Agreement.
6.2 In the case of reasonable doubt on the part of HIT Trading regarding Buyer's ability to pay, HIT Trading has the right to postpone delivery.

Article 7 Complaints
7.1 Buyer is obliged to carry out (arrange for) inspection of the goods supplied by HIT Trading on delivery, or as soon as possible (no later than within 24 (twenty-four) hours after delivery). Buyer must check that what has been supplied is in accordance with the Agreement, namely:
- if the correct goods and/or services have been supplied;
- if the goods and/or services supplied are in accordance with what has been agreed, with respect to quantity (for example, quantity and amount);
- if the goods and/or services supplied meet the agreed quality requirements or, if these have not been specifically agreed, the requirements which could be expected for normal use and/or normal purposes.

7.2 If defects are discovered, Buyer must inform HIT Trading in writing within 8 (eight) working days after delivery of the goods and/or services.
7.3 If the defects or claims stated by Buyer under article 7.2 are acknowledged as founded by HIT Trading, at HIT Trading's discretion, HIT Trading can opt to rectify the defect or to refund the net invoice amount.
7.4 Complaints with respect to invoices should be made by Buyer in writing to HIT Trading within 8 (eight) days after the invoice date of the invoices.
7.5 The submission of a claim does not relieve Buyer of its obligations arising from the Agreement with HIT Trading.
7.6 The Buyer loses his right to file a complaint if the complaints have not been received by HIT Trading within the terms set forth in the section 7.2.
7.7 The submission of complaints will never release the Buyer of his payment obligations towards HIT Trading; the stipulations set forth in article 13 remain in force without limitation.
7.8 For the benefit of the application of these conditions, each partial delivery shall be regarded as a separate delivery.
7.9 The Buyer is not authorized to return the goods about which he complains without permission in writing by HIT Trading. If he does so nevertheless, then the stipulation set forth in article 18 shall apply without limitation.
7.10 When the Buyer has commenced the use of (a part of) the delivery, has had it taken into use, treated or processed or delivered onwards to third parties, then he can no longer make claims regarding non-conformity.
7.11 If the Buyer has identified defects to a part of a delivery, then he is entitled to disallow that concerned part of the delivery. The one and the other in compliance with the previous sections of this article.
7.12 Unless agreed differently in writing, HIT Trading is authorized in the case of wrong and/or improper delivery, to move on to a new delivery, while maintaining the Agreement. The Buyer is then obliged to return the wrongly or improperly delivered goods, in the absence whereof the Buyer remains liable to pay the amount of the invoice relating to those goods.
7.13 Complaints related to deformation/shrinking of tearing of wood, arising after the departure from the warehouse of HIT Trading, as well as other damage that has occurred after the goods have left the warehouse of HIT Trading, are deemed to be for the risk of the Buyer.

Article 8 Guarantee
8.1 HIT Trading only guarantees that the goods it has supplied have the characteristics needed for their normal use, as well as the characteristics needed for any special use, where this special use has been explicitly included in the Agreement with HIT Trading.
8.2 The guarantee as defined in article 8.1 does not apply if the goods to which the guarantee refers:
a. are, or have been used other than in accordance with their order or improperly, and/or
b. user instructions have not been followed, and/or
c. incompetent repairs have been carried out, and/or
d. alterations have been made and/or (serial)numbers or seals have been damaged or removed.
e. any obligation under the Agreement has not been complied with.
8.3 If a guarantee is given by HIT Trading, then the term of the guarantee is equal to the number of months the producer or supplier has guaranteed to HIT Trading, unless otherwise explicitly agreed in writing, however never longer than the statutory guarantee period.
8.4 If the guarantee given by HIT Trading is for goods or services which are situated outside the Netherlands, HIT Trading is then only liable for the costs for repair or replacement up to the amount that these costs would have been if this was carried out in the Netherlands.
8.5 If Buyer claims against the guarantee with respect to goods supplied by HIT Trading, these can only be returned by Buyer to HIT Trading after prior written permission from HIT Trading.
8.6 If, in consideration of article 8.5, goods are returned, these must be accompanied by the original invoice given by HIT Trading to Buyer, together with the possible associated proof of guarantee completed in full, and a clear description of the complaint.

Article 9 Liability
9.1 Lack of, late and/or defective delivery as well as the inadequate functioning of the goods and/or services, supplied does not give Buyer the right to damage compensation and/or rescission, where there is a case of force majeure on the part of HIT Trading.
9.2 Irrespective of any other rights it may have, HIT Trading has the right, should it for reasons beyond its control ("force majeure") be prevented from implementing the Agreement either on time or at all, to suspend implementation of the Agreement, or to rescind all or part of the Agreement, at its own discretion, without any obligation to pay damages or other reparations.
9.3 Force majeure on the part of HIT Trading includes where, if after entering into the Agreement, HIT Trading is prevented from meeting its obligations under this Agreement as a result of: War, threat of war, civil war, civil unrest, risk of war, fire, water damage, flood, strikes, occupation, lock-out, import and export restrictions, government measures, defects in machinery, disruptions to the supply of energy, all of which in the HIT Trading organization or that of third parties from whom the supplier must source the necessary (raw)materials or resources in part or in full, as well as during storage or transportation whether or not under its own control and also all causes not attributable to HIT Trading, or circumstances beyond HIT Trading's scope of fault or risk.
9.4 All liability on the part of HIT Trading for indirect damages, including consequential damages, loss of profit, missed savings and damages due to stagnation of company productivity, is totally excluded.
9.5 HIT Trading's total liability as a result of attributable failings in meeting its obligations under an Agreement with Buyer is limited to paying direct damages to the amount for which HIT Trading has taken out Insurance cover, and in any case a maximum of Euro 5,000 (five thousand Euro).
9.6 HIT Trading's liability as a result of attributable shortcoming in the fulfillment of its obligations under an Agreement only come into effect if Buyer serves notice of default to HIT Trading immediately and in writing, such notice to include a reasonable period in which HIT Trading is able to remedy the breach, and HIT Trading has failed to remedy this shortcoming in meeting its obligations within this reasonable period. To avoid misunderstandings, Buyer should include in the notice of default as detailed as possible a description of the breach of HIT Trading's obligations.
9.7 Buyer indemnifies HIT Trading against all claims from third parties with respect to the goods supplied by HIT Trading, with the exception of claims and demands by third parties against Buyer on the grounds of potential older intellectual property rights and/or claims and demands which cannot be excluded with respect to Buyer on the grounds of mandatory legal regulations.
9.8 All risks of transport of goods to be delivered (ex works or ex warehouse, depot, etc.) will be for the Buyer from the moment that the goods have left the warehouse of HIT Trading, both when it concerns direct and indirect damages.

9.9 Apart for the stipulation set forth in section 8.1, HIT Trading is not liable for the choice of material, size, quality and/or color by the Buyer for the delivered goods and does not warrant that the goods delivered to the Buyer will keep the features aimed for after use.
9.10 HIT Trading is not liable for permissible difference regarding size, quality, color etc., which are offered by the various manufacturers.

Article 10 Rescission
10.1 HIT Trading is entitled, without affecting its full rights to compensation of costs, damages and/or interests, to rescind all or part of the Agreement, without the need to serve notice or legal intervention with immediate effect when:
a. a bankruptcy request has been served against Buyer or Buyer is declared bankrupt;
b. Buyer has submitted a request for suspension of payment or such a request has been honoured;
c. a request has been submitted or honoured for application of the "Wet Schuldsanering Natuurlijke Personen" (debt restructuring for natural persons);
d. Buyer dies or is placed under receivership;
e. Buyer moves to suspension, liquidation or transfer of his business or moves to change the purpose of his business;
f. a writ of sequestration is served on all or part of the Buyer's property;
g. Buyer fails to meet any of the obligations under an Agreement or in law;
h. Buyer fails to make payment of the amount invoiced or a part thereof within the stated term.
10.2 Upon termination as mentioned in section 10.1, all claims of HIT Trading towards the Buyer are immediately payable on demand and
HIT Trading is in addition entitled to claim full compensation for damages, missed profits and/or the lawful trade interest.
10.3 The item "missed profits" shall, unless proved to the contrary by HIT Trading, amount to at least 15% (fifteen percent) of the agreed price with a minimum of € 250 (two hundred and fifty Euro) excluding VAT.

Article 11 Termination
11.1 HIT Trading is entitled to terminate a fixed-term Agreement via registered mail respecting a notice period of 1 (one) month.

Article 12 Right to suspend performance
12.1 If and for as long as Buyer fails to meet any of its obligations arising from its Agreement with HIT Trading, or any associated agreement, appropriately or on time, HIT Trading has the right to suspend fulfillment of its obligations under an Agreement.
12.2 Buyer is not entitled to suspend fulfilment of its obligations under an Agreement.

Article 13 Payment
13.1 Unless otherwise agreed, payment by Buyer should be made, either net in cash on delivery, or by means of bank deposit or transfer to a bank or giro account designated by HIT Trading, as determined by HIT Trading, within 30 (thirty) days of the invoice date, without the right to any deductions or compensation.
13.2 HIT Trading is at all times authorized to make use of its right to set-off.
13.3 All payments need to be made without set-off or compensation. The Buyer is authorized to suspend payments.
13.4 All payments by or on behalf of the Buyer will firstly serve to reduce the due costs, subsequently for the reduction of the due lawful (trade) interest, subsequently for the reduction of the contractual fine according to Article 14.1 and finally for the reduction of the principal amount.
13.5 If the Buyer is in default with the payment of a (partial) delivery, then HIT Trading is entitled to suspend the execution of the other orders still to be executed for the term during which the Buyer leaves a payable (partial) invoice unpaid, notwithstanding the right of HIT Trading to definitively terminate/dissolve the deliveries after notification of default and to demand payment of all that HIT Trading can claim until that moment, notwithstanding its rights according to the stipulations set forth in article 10.2

Article 14 Interest and costs
14.1 If payment has not been made within the term stated in article 13, Buyer is in breach, and HIT Trading is entitled to charge Buyer a fine of 2% (two per cent) in addition to the applicable statutory commercial interest, on the amount due for each month or part of the month untill full payment has been made.
14.2 All judicial and extra-judicial costs are for the account of Buyer. The extra-judicial debt collection costs are at least 15% (fifteen per cent) in the Netherlands and 20% (twenty per cent) for countries other than the Netherlands of the principal sum owed by Buyer with a minimum of Euro 250 (two hundred and fifty Euro).

Article 15 Cancellation
15.1 If an order accepted by HIT Trading is (partly) cancelled by Buyer, HIT Trading is entitled, provided that it accepts the cancellation, to charge a fixed compensation for damages of 40% (forty percent) of the invoice amount, plus any costs, such as those charged by suppliers to HIT Trading.
15.2 If the Buyer cancels an order entirely or in part, then HIT Trading is entitled to charge the Buyer with cancellation costs, that are calculated according to the following time schedule over the net sales price.
a) up to 14 (fourteen) days before the agreed delivery date a percentage of 40% (forty percent) increased with the aforementioned costs in section 15.1
b) less than 14 (fourteen) days before the agreed delivery date a percentage of 60% (sixty percent), increased with the aforementioned costs set forth in section 15.1, unless HIT Trading proves that the total cancellation costs include a higher amount.
15.3 A request for cancellation for the entire order or a part of an order after a (partial) delivery by HIT Trading cannot be accepted.
15.4 Likewise a request for entire or partial cancellation can be accepted, if HIT Trading has manufactured/composed the concerned product especially for the Buyer or has it had manufactured/composed for the Buyer.
15.5 Cancellation needs to take place in writing by registered mail. The date of receipt of the registered mail shall be deemed to be the date of cancellation.

Article 16 Proof
16.1 In determining the scope of the payment obligations of Buyer the administrative records of HIT Trading are decisive, unless Buyer is able to provide objective evidence to the contrary.
16.2 Between HIT Trading and Buyer the quantities, measurements and weights specified on the invoice or consignment note will count as correct, unless Buyer is able to provide objective evidence to the contrary.

Article 17 Applicable jurisdiction and disputes
17.1 All quotations, transactions, orders and agreements HIT Trading enters into with Buyer – unless explicitly agreed otherwise - are exclusively governed by Dutch law. The applicability of the Vienna Sales Convention is explicitly excluded and the Convention does not apply to the Agreements between HIT Trading and Buyer.
17.2 All disputes related to and/or arising from these General Sales Terms and Conditions and/or Agreements to which these General Sales Terms and Conditions apply, will generally be judged by the suitably authorized judge from the court Midden-Nederland (the Netherlands (NL)). Contrary to the above, HIT Trading reserves the right to present any possible disputes to the relevant judge in the place where Buyer is legally based.

Article 18 Return shipments
18.1 Return shipments without prior permission in writing by HIT Trading are not permitted.
18.2 HIT Trading is in the case set forth in section 18.1 entitled to store the goods for the risk and the account of the Buyer at third parties or to keep these itself at the Buyer's disposal.
18.3 Return shipments do not relieve the Buyer in any way of his payment obligations regarding the invoice for the delivered goods to which the return shipment relates, as well and for possible invoices for other products (delivered or yet to be delivered).
18.4 Regarding the actual costs from or relation to return shipments and those deriving from the measures taken by HIT Trading, its specified overview is binding for the Buyer, unless proved to the contrary.
18.5 Return shipments are always for the risk of the Buyer and should be sent without charge to HIT Trading stating the sales order number.

Article 19 Industrial and intellectual property / Assignment
19.1 HIT Trading reserves (for itself and also on behalf of third parties) all industrial and intellectual property rights with regard to the products delivered by it and the technology, models and copyrighted works.
19.2 In case of violation of the stipulation set forth in the section 19.1, the Buyer is liable to pay a contractual fine payable on demand which cannot be reduced by the courts of € 12,500 (twelve thousand five hundred Euro) per violation, notwithstanding the right of HIT Trading to dissolve all current agreements with the Buyer with immediate effect and to claim compensation for damages/ loss of profits in accordance with the stipulations set forth in article 10.
19.3 All matters made available to the Buyer (including images, the (results of) products of the mind, drawings, schedules, materials lists and other documentation) shall remain the property of HIT Trading and may not be, without express prior permission in writing by HIT Trading entirely or in part, multiplied and/or made public by the Buyer or given to third parties by means of print, photocopy, digital copy, microfilm or in any other way.
19.4 HIT Trading declares that to the best of its knowledge the products do not constitute a violation of valid intellectual property rights of third parties, in case of claims by third parties regarding a violation of such rights, HIT Trading can when necessary replace or change the concerned Product or dissolve the Agreement entirely or in part. The Buyer only has the right to dissolve the Agreement to the extent that the maintenance thereof cannot reasonably be expected of him.
19.5 The Buyer shall inform HIT Trading immediately with regard to any claim of a third party regarding a violation of intellectual property rights regarding the products. In case of such claim then only HIT Trading is authorized to oppose against it also on behalf of the Buyer or to take legal actions against that third party or to enter into an amicable settlement with the third party. The Buyer shall refrain from all such measures, to the extent that such can be reasonably expected of him. In all cases the Buyer shall provide cooperation to HIT Trading.
19.6 The Buyer shall safeguard HIT Trading from all damages (including the costs of legal advisers) that HIT Trading might incur as a consequence of an alleged violation of intellectual property rights of a third party, if HIT Trading would have violated those rights by using data, writings, objects or otherwise that have been provided by the buyer to HIT Trading for the execution of the Agreement.
19.7 Without prior permission in writing by HIT Trading Buyer shall not make available to third parties and shall not use other than in the framework of the execution of the Agreement, the information, such in the broadest sense, made available to the Buyer by HIT Trading, which information relates to the enterprise, enterprise management and/or the products of HIT Trading, at the risk of a contractual fine payable immediately on demand of € 75,000 (seventy five Euro) which fine shall not serve for the reduction of the obligation to pay damages by the Buyer.
19.8 Without permission by HIT Trading, the Buyer shall not make the goods, made available by HIT Trading as defined in article 19.3, available to third parties and not use these other than in the framework of the execution of the Agreement, such at the risk of a contractual fine, payable immediately on demand, of € 50,000 (fifty thousand Euro) which fine shall not serve for the reduction of the obligation to pay damages by the Buyer.
19.9 It is not permitted for Buyer to assign his rights and/or obligations deriving from the agreement concluded with HIT Trading in its entirety or in part to third parties.
19.10 Assignment of rights and obligation is only possible after the Buyer has informed HIT Trading about this and after he has obtained the explicit written agreement by HIT Trading.

Article 20 Miscellaneous
20.1 This translation of the "Algemene Verkoop Voorwaarden" is provided for your convenience only. In the case of any discrepancy with the original, the Dutch version will prevail.