



Wingsprayer

General terms and conditions

Wingsprayer B.V. - Version February 2020

Wingsprayer B.V.

Magnesiumstraat 16B
6031 RV Nederweert
Nederland

1. Definitions

- 1.1. The following terms are used in these Terms and Conditions in the meaning given, unless explicitly otherwise indicated:
- Day or Days: this means a working day (not Saturday or Sunday) on which the banks in the Netherlands are open for business
 - Client: the party other than Wingsprayer B.V., acting in the performance of a profession or undertaking
 - Agreement: the agreement between Wingsprayer B.V. and the Client
 - Parties: Wingsprayer B.V. and the Client together
 - Conditions: this refers solely to these General Terms and Conditions which can be made available to anyone on request
 - Wingsprayer: the user of these Conditions, trading under the name 'Wingsprayer B.V.' 50655159 ('Wingsprayer').

2. General

- 2.1. The provisions in these Terms and Conditions apply to every offer/quotation by Wingsprayer and every Agreement between Wingsprayer and a Client, also when the Client controls the negotiations entered into. The applicability of the Client's purchasing or other terms and conditions is expressly rejected. Unless those conditions have been agreed to in writing by Wingsprayer, in which case they apply only to that one situation.
- 2.2. The current Terms and Conditions also apply to all Agreements with Wingsprayer, the performance of which requires the involvement of third parties.
- 2.3. Should the text in the Terms and Conditions conflict with the text of the Agreement, the text of the Agreement shall prevail.
- 2.4. If one or more provisions in these Terms and Conditions be void or nullified, the remaining provisions will continue to apply. Wingsprayer and the Client will then consult to agree on new provisions to replace the void or nullified provisions, taking into account as far as possible the objective and purpose of the original provision.
- 2.5. Wingsprayer is entitled to amend the Terms and Conditions at any time. Once Wingsprayer has notified the Client of the amendments to the Terms and Conditions, such amendments will also apply to already existing offers, quotations and negotiations entered into.

3. Offers and quotations

- 3.1. All Wingsprayer offers and quotations are without obligation and valid for thirty Days unless- otherwise indicated in writing.
- 3.2. Wingsprayer is only bound to offers/quotations if the Client has confirmed their acceptance in writing, within thirty Days.
- 3.3. Wingsprayer is not bound to an offer/quotation if the offer/quotation is withdrawn earlier than the Client's written acceptance within thirty Days.
- 3.4. Wingsprayer still has the right to withdraw the offer within two Days of receiving the Client's written acceptance of the offer/quotation. In such an event, Wingsprayer is not bound.
- 3.5. Should the Client provide Wingsprayer with information, drawings etc., Wingsprayer is entitled- to assume their accuracy and reliability and base the offer/quotation on them.
- 3.6. The Client guarantees that they own the information, drawings etc. they provide and that their use in no way breaches the rights of third parties.
- 3.7. The delivery dates in Wingsprayer offers/quotations are indications and do not entitle the Client to termination or damages in the event they are exceeded, regardless of the cause. Unless otherwise agreed, explicitly and in writing.
- 3.8. The prices mentioned in the offers/quotations are before tax (BTW) and any other government levies and also any costs for postage, packing and delivery, unless explicitly otherwise stated.
- 3.9. Should the acceptance of the offer/quotation deviate from the offer stated in the offer/quotation, such a deviation will be considered to be a rejection of the offer/quotation and as a counterproposal. The Agreement will categorically fail to be concluded in agreement with this deviating acceptance, unless otherwise indicated in writing by Wingsprayer.
- 3.10. A compound price quotation in an offer/quotation cannot be accepted in part and does not obligate Wingsprayer to deliver a part of that which is included in the offer/quotation for an agreed part of the price quoted.
- 3.11. Offers/quotations are not valid for subsequent orders or backorders unless explicitly agreed to in writing by Wingsprayer.
- 3.12. Images, brochures, catalogues, prices lists and the Wingsprayer website are all purely indicative, non-binding and subject to amendment.
- 3.13. Confirmation by Wingsprayer of the order is taken to correctly and fully represent the Agreement, unless the Client lodges an objection with Wingsprayer in writing, within 3 Days.
- 3.14. Without order confirmation from Wingsprayer, there is no Agreement, unless Wingsprayer has already performed the Agreement for reasons of their own.

4. Products

- 4.1. The Terms and Conditions apply to the products to be sold and delivered by Wingsprayer (Products).
- 4.2. Products should be defined as all products in the broadest sense of the word, including but not restricted to a technique to assist in the spraying of crop protection agents in agricultural and horticultural crops, whether or not referred to under the name of Wingsprayer.
- 4.3. Wingsprayer is authorised to modify the Products, should Wingsprayer be required by the applicable Dutch legislation to do so.



5. Performance of the Agreement

- 5.1. Wingssprayer shall perform the Agreement to the best of its knowledge and ability in accordance with good professional practice and based on scientific evidence available at the time.
- 5.2. If and to the extent that a good performance of the Agreement requires, Wingssprayer has the right to have certain work carried out by third parties, at Wingssprayer's sole discretion.
- 5.3. The Client is responsible for providing Wingssprayer promptly with all the information indicated by Wingssprayer to be necessary or which the Client can reasonably be expected to understand as being necessary for the performance of the Agreement. Should the information necessary for performance of the Agreement fail to be provided to Wingssprayer on time, Wingssprayer has the right to suspend implementation of the Agreement and/or charge the Client for any costs resulting from the delay, at the usual rate.
- 5.4. Wingssprayer cannot be held liable for damages of any kind due to Wingssprayer using information provided by the Client which was inaccurate or incomplete and/or provided too late unless Wingssprayer is notified in writing and on time of such inaccuracy or incompleteness.
- 5.5. If work is carried out, by Wingssprayer or by third parties engaged by Wingssprayer in the context of the order, at the Client's location or a location allocated by the Client, the Client will bear the costs of any reasonable facilities required by those employees.
- 5.6. The Client, or their customer, indemnifies Wingssprayer for any claims by third parties for damages suffered in connection with the performance of the Agreement.

6. Amendments to the Agreement

- 6.1. If, during the performance of the Agreement, it becomes clear that proper performance will require modifications and/or additions to the work to be carried out, the Parties shall amend the Agreement on time and by mutual consent accordingly.
- 6.2. Should Parties agree to amendment or addition to the Agreement, this could affect the completion date of performance. In such a case, Wingssprayer shall inform the Client of this as soon as possible.
- 6.3. If the amendment or addition to the Agreement will have financial and/or qualitative consequences, Wingssprayer shall inform the Client of this in advance.
- 6.4. Should a fixed fee or price have been agreed, Wingssprayer will indicate the extent to which the amendment or addition to the Agreement will result in the exceeding of this fee or price.

7. Termination and indemnification

- 7.1. In principle, the Client may not terminate the Agreement. If the Client nevertheless terminates the Agreement, wholly or in part, and if Wingssprayer agrees to that in writing, the Client is obliged to reimburse all costs reasonably incurred in the performance of this Agreement, the work carried out and the loss of profit to Wingssprayer, to be increased by tax (BTW).

8. Delivery

- 8.1. with the provisions of the Agreement and these Terms and Conditions.
- 8.2. Any delivery period given by Wingssprayer for delivery of the Products is purely an indication. A delivery date is never a firm date. In the event of a period being exceeded, the Client should declare Wingssprayer in default, in writing. The Client should allocate Wingssprayer a reasonable period in which Wingssprayer may still fulfil the Agreement. Wingssprayer will only be in default if they fail to fulfil the Agreement within the aforementioned reasonable period.
- 8.3. Delivery of the Products will take place from the Wingssprayer factory/shop/warehouse unless explicitly agreed otherwise and in writing between Wingssprayer and the Client.
- 8.4. The Client is obliged to take delivery of the Products when such Products are made available to the Client.
- 8.5. Delivery is complete when the Products to be delivered are provided to the Client.
- 8.6. Transport from the location indicated by Wingssprayer is at the Client's risk and expense.
- 8.7. If the Client, or a third party engaged by the Client, does not collect the Products from the place and at the time indicated within 3 Days, the Client is in default by operation of law in the fulfilment of the Agreement. In such an event, Wingssprayer will in any case charge the Client for costs of storing the Products. The Client shall bear the risk for the Products from the moment of delivery.
- 8.8. Wingssprayer is entitled to deliver the Products in partial deliveries.
- 8.9. Postponement of a delivery period on the request of the Client can only take place with the explicit written consent of Wingssprayer.

9. Samples and models

- 9.1. If a sample or model is shown or provided to the Client, the sample or model must be assumed to have been provided merely as an indication without the Products having to comply with it, unless it has been explicitly agreed that the Products will correspond to said sample or model.

10. Quality of the Products

- 10.1. The Client is obliged to examine the Products, or have them examined, at the moment of delivery or in any case within the shortest period possible. During such examination, the Client should check whether the quality and quantity of the Products correspond to that which has been agreed, at the least complying with the requirements which apply in normal trading.
- 10.2. Any visible flaws or shortcomings should be communicated to Wingssprayer in writing within 3 Days of delivery. Any flaws or shortcomings not immediately visible should be communicated within 7 Days of discovery and no later than 15 Days after delivery.
- 10.3. If no objection is made as a result of the previous provision, the Client remains obliged to take possession of and pay for the Products. If the Client wishes to return flawed Products, that should be done with the prior written consent of Wingssprayer in the manner indicated by Wingssprayer.
- 10.4. Wingssprayer will process no complaints as long as there are unpaid invoices in the name of the Client.



10.5. Wingssprayer guarantees the quality of its Products and provides a warranty starting from the production date as mentioned in the Agreement.

11. Fees, price and costs

- 11.1. If Wingssprayer has agreed a fixed sales price with the Client, Wingssprayer is entitled to raise the price in the cases mentioned in this article. All prices are in euros and before tax (BTW).
- 11.2. Wingssprayer may pass on price increases if, between the moment of quotation and the performance of the Agreement, significant price changes (more than 10%) have occurred with respect to, for example, exchange rates, wages, raw materials, semi-finished products or packaging materials.
- 11.3. In addition, Wingssprayer may raise the fee if, while carrying out the work, it becomes clear that the amount of work originally agreed to or anticipated was underestimated at the moment the Agreement was concluded, to such an extent that Wingssprayer cannot be held liable or reasonably expected to carry out the work agreed to for the fee originally agreed upon. In that case, Wingssprayer will notify the Client of the intention to raise the fee or rate. This can never lead to postponement of payment for goods delivered and services provided.
- 11.4. The prices quoted by Wingssprayer do not include any levies due or administration costs. The prices also do not include packaging materials and postage costs since these are now at the Client's risk and expense, unless explicitly agreed otherwise and in writing between Wingssprayer and the Client.

12. Payment

- 12.1. The invoice should be paid within 14 Days of the invoice date in the case of billing in arrears and/or in a manner indicated by Wingssprayer in the currency in which has been billed. Objections to the amount of the invoices do not suspend the responsibility to pay and must be submitted within 5 Days of the invoice date, on penalty of forfeiture.
- 12.2. Wingssprayer may at all times offset any amount still owed to Wingssprayer by the Client against any amount still owed to the Client by Wingssprayer. The above provision does not limit the other rights of Wingssprayer.
- 12.3. If the Client fails to make the payment within the 14-day period, the Client is in default by operation of law. The Client must consequently pay interest of 1% per month unless the statutory commercial interest rate is higher in which case, the statutory commercial interest rate will apply. The interest on the amount payable on demand will be calculated from the moment that the Client is in default until the moment of payment in full.
- 12.4. If there are additional expenses involved in Wingssprayer settling its claim with the Client, these expenses will be payable by the Client.
- 12.5. In the event of liquidation, bankruptcy, repossession or moratorium on the part of the Client, the payments due to Wingssprayer by the Client will be due immediately.
- 12.6. Wingssprayer has the right to take payments made by the Client and use them in the first place to settle any costs, then to settle the outstanding interest and lastly to settle the principal sum.
- 12.7. Wingssprayer may, without being in default, refuse an offer to pay if the Client indicates a different order for the allocation. Wingssprayer may refuse full payment of the principal sum if the interest and costs are not also paid.

13. Collection costs

- 13.1. If the Client is in default with meeting one of more of their obligations on time, all reasonable costs incurred in obtaining payment out of court are to be met by the Client. If the Client is in default in paying a sum of money on time, the out-of-court collection costs are payable by the Client in accordance with the WIK (the Dutch Act on standards of out-of-court collection costs), which are a minimum of 40 euros. In the case of a company, which is not a natural person, these costs will amount to 15% of the principal sum with a minimum of 150 euros.
- 13.2. If Wingssprayer incurred higher costs, which were reasonably necessary, these too will be eligible for reimbursement (costs for research or translation).
- 13.3. Any reasonable legal and execution costs will also be charged to the Client.
- 13.4. The Client will owe interest on the collection costs incurred.

14. Retention of title

- 14.1. All products supplied by Wingssprayer, including any designs, sketches, drawings, films, software, files (electronic) etc. will remain property of Wingssprayer until the Client has fulfilled all obligations in all Agreements concluded with Wingssprayer.
- 14.2. The Client is not authorised to pledge or in any other way encumber or dispose of the Products subject to retention of title.
- 14.3. Should third parties levy an attachment on the Products delivered under retention of title or intend to establish or exercise rights on such Products, the Client is obliged to notify Wingssprayer of this as soon as can reasonably be expected.
- 14.4. The Client is obliged to insure the Products delivered subject to retention of title in any case, and to keep them insured until the Client has fulfilled all the obligations in this Agreement. The Client is obliged to insure the Products delivered, and keep them insured against fire, explosion and water damage, theft and machine breakdown, also by their own fault and to allow Wingssprayer to view the policy sheet of this insurance at the first request. In the event of negligence in this, or if the sum insured is not paid out in full, the Client is obliged, in the case of damage, to compensate Wingssprayer in full.
- 14.5. Products supplied by Wingssprayer, which pursuant to Paragraph 1 of this Article are subject to retention of title, may never be sold on and never used as means of payment while Wingssprayer has not yet received payment for them.
- 14.6. In the event that the Client has failed to meet their obligations in the Agreement and Wingssprayer intends to exercise the property rights described in this article, the Client now gives Wingssprayer, or third parties indicated, unconditional and irrevocable consent to enter all premises where Wingssprayer property is located and repossess those Products. Any costs Wingssprayer has to incur in that process will be charged to the Client.



15. Guarantees

- 15.1. Wingssprayer guarantees that the soundness of the Products it supplies corresponds with that which the Client can reasonably expect, based on the Agreement, during the periods and under the conditions stipulated below.
- 15.2. Wingssprayer guarantees that the Products supplied (i) comply with the Agreement, (ii) are free of manufacturing defects and (iii) comply with the applicable legislation and regulations valid in the Netherlands at the moment of delivery.
- 15.3. Wingssprayer explicitly does not guarantee that the Products comply with legislation and regulations in countries other than the Netherlands.
- 15.4. Should the Products supplied by Wingssprayer fail to meet the guarantees, the Client shall notify Wingssprayer of this in writing. In this guarantee claim, the Client shall list the following: (i) the Products concerned, (ii) the date on which the Client purchased the Products from Wingssprayer and (iii) a description of the defect noted by the Client.
- 15.5. The Client has until 12 months after delivery of the Products in which to make a claim on the guarantees in these Terms and Conditions.
- 15.6. If the Client fails to claim on time, the right of the Client to make a claim on this guarantee provision will lapse.
- 15.7. Wingssprayer will assess the claim on the guarantee at their own discretion. If Wingssprayer decides at their own discretion that a claim on the guarantee is justified, Wingssprayer will choose to either replace or organise repair of the Products within a reasonable period following the written notification of the defect by the Client. In the case of replacement, the Client undertakes to return the Products to be replaced to Wingssprayer and provide Wingssprayer with the property. Such a return shipment is at the Client's risk and expense.
- 15.8. If the Agreement consists (in part or full) of the installation and/or assembly of the Product supplied, Wingssprayer guarantees the soundness of the installation and/or assembly for the period mentioned in Paragraph 5. Should it become clear that the installation and/or assembly was not carried out properly, Wingssprayer shall repair this. Any travel and accommodation costs incurred will be charged to the Client.
- 15.9. Should the guarantee provided by Wingssprayer concern a Product manufactured by a third party, and the guarantee period provided by the third party is shorter than the guarantee period mentioned in these Terms and Conditions, the guarantee period is limited to that of the third party.
- 15.10. The Client may only make a claim on a guarantee if they have fulfilled all their obligations towards Wingssprayer.
- 15.11. If Wingssprayer decides that there are no grounds for a claim on the guarantee, the Client will be notified of this. In such an event, the costs of the inspection of the Product will be charged to the Client.
- 15.12. The guarantees in this article are no longer applicable if:
- the Client has sold on the Products;
 - the defect occurred as a result of incompetent or improper use of the Product;
 - without written consent from Wingssprayer, the Client or third parties have modified or tried to modify the Products;
 - the Products have been used for purposes for which the Products are not intended;
 - the Products display a deviation from that which was agreed, but which falls within the bounds of standard;
 - the defect pertains to a deviation from an image in a catalogue, a sample etc. unless otherwise agreed in writing;
 - the defect results from material, information, a drawing, sketch, design or specification provided by the Client;
 - the Products have not been used according to Wingssprayer instructions;
 - the defect is a consequence of government measures regarding the production and use of the Products.
- 15.13. Wingssprayer guarantees that it complies with Dutch and European regulations in the areas of environment, health and safety.

16. Indemnities

- 16.1. The Client indemnifies Wingssprayer for all claims by third parties for compensation for damages and/or costs in all matters in which Wingssprayer has fully excluded any liability on its part in the Agreement and/or these Terms and Conditions.
- 16.2. If the Client provides Wingssprayer with information carriers, electronic files or software etc., the Client guarantees that such information carriers, electronic files or software are free of viruses and defects.

17. Limitation of liability

- 17.1. Except in case of recklessness or intent on the part of Wingssprayer, including the managing employees of Wingssprayer, Wingssprayer will only be liable for direct damage or loss, which arises directly as a result of acts or omissions on the part of Wingssprayer, including its managing employees, which liability is limited to the invoiced amount, excluding VAT, for the delivered Products in connection with which the damage or loss has arisen. In all events, the liability of Wingssprayer will in any case be limited to the amount that is paid out by Wingssprayer's liability insurance. Liability for damage or loss arising from recklessness or intent as a result of acts or omissions on the part of the non-managing employees of Wingssprayer and third parties, engaged by Wingssprayer in the fulfilment of the obligations, as well as liability for damage or loss by any other cause, is fully excluded.
- 17.2. Wingssprayer is not liable for any indirect damage or loss or consequential damage or loss, incidental damage or loss, including but not limited to lost income, lost profit, loss caused by production interruptions, non-material damage, financial loss, personal injury, including all possible claims from third parties, also including end users and consumers, and the Client's employees.
- 17.3. Wingssprayer has given all advice and made all recommendations with respect to the capacities, peculiarities, qualities, goals, and use of the Products without obligation, and such advice and recommendations do not create any obligations on the part of Wingssprayer. Wingssprayer may never be held liable for any form of damage or loss as a result of such advice or recommendations with respect to the capacities, peculiarities, qualities, goals, and use of the Products, except in case of intent or recklessness on the part of Wingssprayer, which also includes its managing employees.
- 17.4. Wingssprayer is not liable for damage or loss that has arisen from manifest errors of Wingssprayer of which the Client knew, or reasonably should have known, that the Products are based on these manifest errors, including but not limited to the situation in which the Products were manufactured in accordance with the instructions, drawings, and information of the Client, taking all circumstances into account.
- 17.5. Direct damage or loss is exclusively understood to mean the following:
- the reasonable costs incurred to determine the cause and the extent of the damage or loss, insofar as the determination relates to damage or loss within the meaning of these Terms and Conditions, and Wingssprayer is actually liable;

- any reasonable costs incurred to have the defective performance by Wingssprayer conform to the Agreement, unless Wingssprayer cannot be blamed for this defect;
 - reasonable costs incurred in order to prevent or limit the damage or loss, insofar as the Client proves that these costs have led to a limitation of direct damage or loss within the meaning of these Terms and Conditions.
- 17.6. Wingssprayer is never liable for damage or loss that has arisen as a result of or in connection with machinery breakdown at the Client, against which the Client must take out and maintain insurance, which damage or loss is exclusively at the Client's risk and expense.
- 17.7. Wingssprayer is never liable for damage or loss that has arisen from any non-conformity arising from a Product, manual or other items related to the Product that do not comply with laws and regulations in countries other than the Netherlands. It is the Client's responsibility to verify whether the Products, any manuals and other related items comply with the applicable laws and regulations in the country of destination of the Products.
- 17.8. Apart from claims acknowledged by Wingssprayer, any claim against Wingssprayer expires by the mere lapse of 12 months after the inception of the claim.

18. Force majeure

- 18.1. Wingssprayer is not obliged to fulfil any obligation if it is prevented from doing so due to a circumstance that is not its fault, nor if it is not accountable by law, legal act or according to generally accepted standards.
- 18.2. In these General Terms and Conditions and in addition to what is contained in this respect in the law and case law, force majeure is understood to mean all foreseen and unforeseen external factors upon which Wingssprayer cannot exert any influence and which make Wingssprayer unable to fulfil its obligations. This includes but is not limited to:
- work strikes in the company of Wingssprayer;
 - war, danger of war and/or any other form of armed conflict, including terrorism or threat thereof in the Netherlands and/or other countries as a result of which the delivery of Products or raw materials for the Products is impeded;
 - legislative or administrative measures of the government as a result of which deliveries are impeded, including import and export prohibitions;
 - defects and/or breakdowns in means of transport, production equipment or power supply;
 - fire or an accident at Wingssprayer;
 - non-delivery or late delivery by the suppliers of Wingssprayer;
 - a stagnation in the supply of goods, raw materials and/or energy;
 - damage or loss caused by natural disasters and/or severe weather conditions such as storm damage;
 - illness of the staff of Wingssprayer or of the staff of the third parties engaged by Wingssprayer;
 - damage or loss that has arisen during transport, loading or unloading.
- 18.3. Wingssprayer is also entitled to rely upon force majeure if the circumstance that prevents fulfilment or further fulfilment takes effect after the date on which Wingssprayer should have fulfilled its obligation.
- 18.4. During the period of force majeure, Wingssprayer may suspend its obligations under the Agreement. If this period exceeds two months, the Client is entitled to terminate the Agreement without being obliged to compensate Wingssprayer for any damage or loss.
- 18.5. To the extent that, at the time of occurrence of force majeure, Wingssprayer has already fulfilled part of its obligations under the Agreement or will be able to fulfil such obligations, and the obligations fulfilled or to be fulfilled have independent value, Wingssprayer is entitled to invoice the fulfilled or to be fulfilled part of the obligations separately. The Client is obliged to pay this invoice as if it concerned a separate Agreement.

19. Suspension and termination

- 19.1. Wingssprayer is authorised to suspend the fulfilment of the obligations or to terminate the Agreement if:
- the Client does not fulfil the obligations under the Agreement or does not do so fully or in good time and is in default;
 - there is good reason to fear that the Client will fulfil only part of the obligations or will not fulfil them properly;
 - upon concluding the Agreement the Client was requested to provide security for the fulfilment of its obligations under the Agreement, and such security is not provided or is insufficient;
 - the Client is bankrupt or in liquidation or has been granted a suspension of payments, discontinued or transfers its business.
- 19.2. Furthermore, Wingssprayer is authorised to terminate the Agreement if circumstances occur that are of such a nature that performance of the Agreement is impossible or if according to standards of reasonableness and fairness Wingssprayer cannot be required anymore to perform the Agreement. Wingssprayer is also authorised to terminate the Agreement or have the Agreement terminated if circumstances occur that are of such a nature that unaltered maintenance of the Agreement cannot reasonably be required.
- 19.3. If the Agreement is terminated, any debts owed by the Client to Wingssprayer become immediately due and payable. If Wingssprayer suspends the fulfilment of its obligations, Wingssprayer retains its claims pursuant to the law and the Agreement.

20. Return of items made available

- 20.1. If Wingssprayer has made any items available to the Client in the performance of the Agreement, the Client is obliged to return the items within 10 Days of delivery of the Products in their original condition, free from defects, and in full. In the event of failure by the Client to fulfil this obligation, all costs arising from such failure are payable by the Client.
- 20.2. If the Client, for any reason whatsoever, after a demand to that effect still fails to fulfil the obligation referred to under 1., Wingssprayer has the right to recover the resulting damage or loss and costs, including the costs of replacement, from the Client.

21. Risk transfer

- 21.1. The risk of loss of or damage to the Products that are the object of the Agreement passes from Wingssprayer to the Client at the time when delivery of the Products is complete and the Products have therefore been made available to the Client.



22. Intellectual property and copyrights

- 22.1. Without prejudice to the provisions of these Terms and Conditions and unless otherwise agreed in writing, Wingssprayer retains the copyrights and all rights of intellectual and industrial property in respect of the offers made, provided designs, brochures, websites, images, drawings, mock-ups, models, software, the Products, etc. ('the Rights').
- 22.2. Any Rights created by Wingssprayer in the context of the Agreement such as designs, sketches, drawings, films, software and other materials or electronic or other files remain the property of Wingssprayer, regardless of whether they have been made available to the Client or third parties, unless otherwise agreed.
- 22.3. The Client undertakes not to violate or affect the Rights in any way whatsoever, either directly or indirectly, by exercising them or otherwise, and acknowledges that Wingssprayer is the sole party entitled to the Rights. In addition, the Client acknowledges the validity of the registration of Wingssprayer as owner in the registers, and undertakes not to perform any act, either directly or indirectly, that could result in the invalidation of this registration or the ownership or that could change or cancel the registered user rights.
- 22.4. Any documents, such as designs, sketches, drawings, films, software, electronic or other files, etc., provided by Wingssprayer are destined exclusively for use by the Client and may not be reproduced, published or disclosed to third parties without the prior consent of Wingssprayer, unless explicitly agreed otherwise in writing.
- 22.5. Wingssprayer reserves the exclusive right to use any increased knowledge as a result of the performance of the work for other purposes, to the extent that this does not cause any confidential information to be disclosed to third parties.

23. Non-disclosure

- 23.1. The Client is obliged to keep secret all confidential information obtained from Wingssprayer in the context of the Agreement. Information is deemed to be confidential if Wingssprayer has communicated its confidential nature or if such confidentiality ensues from the nature of the information.
- 23.2. The non-disclosure obligation does not apply with respect to information and data:
- that is public knowledge through the actions of Wingssprayer;
 - that has been released pursuant to a statutory obligation or final and binding judgments; and
 - with respect to which a discharge from the non-disclosure obligation has been granted in writing.
- 23.3. Without Wingssprayer's written consent the Client is not permitted to refer to the Products and the Agreement either orally or in publications or advertisements on websites, in brochures, etc., unless this is required by law.
- 23.4. The Client is not allowed to use the Wingssprayer name in advertisements and other communications, unless Wingssprayer has given its written consent in this respect.
- 23.5. The provisions of this article remain in effect after termination of the Agreement.

24. Not taking over staff

- 24.1. During the term of the Agreement and for a period of one year following its termination, the Client will not in any way, except after proper, businesslike consultations have taken place with Wingssprayer in that respect, engage employees of Wingssprayer or of companies that Wingssprayer relied on in the performance of this Agreement and who are or have been involved in the performance of the Agreement, or have them work for the Client in any other way, either directly or indirectly.

25. Disputes

- 25.1. The court in Wingssprayer's place of business has exclusive jurisdiction to hear disputes, unless the subdistrict court has jurisdiction. Wingssprayer is nevertheless entitled to submit the dispute to the court that has jurisdiction according to the law.
- 25.2. On account of the large number of international Agreements in which Wingssprayer is involved, Wingssprayer may, fully at its own discretion, derogate from Article 25.1 of these Terms and Conditions and determine that the Parties will resolve a dispute by means of arbitration according to the Singapore rules of arbitration (SIAC) with the Chamber of Commerce in the Netherlands in English. In that case, the parties will consult about the number of arbitrators (1 or 3) who will in that case be involved in the proceedings.
- 25.3. The parties will not apply to a court until they have done their utmost to settle a dispute in joint consultation.

26. Applicable law

- 26.1. Any Agreement between Wingssprayer and the Client is governed by Dutch law.

27. Amendment and interpretation of the Terms and Conditions

- 27.1. In the event of interpretation of the content and purport of these Terms and Conditions, the Dutch text thereof is always decisive.
- 27.2. The most recent version of these Terms and Conditions or the version that has been declared applicable to the Agreement applies at all times.