



General Conditions Production Heroes B.V. and liaised companies or trade names.

Contractor

Production Heroes B.V. and affiliated registered trading name Production Heroes, registered in the Chamber of Commerce under number 77993810 with registered address at Huiswei 6, 4855AB Galder, The Netherlands.

Client

>Company name<, registered in the Chamber of Commerce under number >XXXXXX< with its residence at >Street<, >ZIP<, >City, >Country<

I Applicability

Article 1: Applicability

- 1.1 These conditions apply to all offers, quotations, quotation requests, accepted orders, assignments, arrangements and/or other agreements, as well as to all negotiations entered into by one of the members of Production Heroes B.V., whether or not via the intermediation of an authorised person (hereinafter: "Production Heroes"), with a third party (hereinafter: " the Client"), to the exclusion of all other terms and conditions, unless Production Heroes has explicitly stated by letter or by email (hereinafter: "in writing") that any such other conditions will apply. Any potential (general) conditions of the contractual party do not apply.
- 1.2 Deviations from these general conditions can only be agreed upon in writing.
- 1.3 If the Client has on one occasion entered into an agreement with Production Heroes under these general conditions, then these general conditions are also applicable to any subsequent follow up agreement, regardless of whether such an agreement has been confirmed in writing or not, unless a later revision of these general conditions is added to such an agreement
- 1.4 These general conditions are aligned with the manufacturers of Production Heroes, hereafter referred to as the Manufacturer, in order, in case of discussions, Production Heroes needs to discuss matters with the Manufacturer and does not have the sole right to make one-sided decisions.

II Non-Disclosure Agreement (NDA)

Article 2: NDA

2. Upon receiving documentation from the Client Production Heroes automatically agrees to the following:
 - a. To use all proprietary information, hereafter referred to as PI, like manufacturing documentation delivered by the Client, will be disclosed solely and exclusively for the purpose of drafting a manufacturing quotation and not to disclose the content of such to any third party, unless the drafting of the quotation requires disclosing of such information. Proper NDA's are in place with such third parties to enable sharing of the information.
 - b. To maintain confidentiality all PI that Production Heroes acquires in any manner, the ownership of which shall remain exclusively with the Client; and Production Heroes will accordingly not directly or indirectly use or disclose any of the PI in whole or in part, without first obtaining the prior express approval in writing from the Client.
 - c. Keep separate all PI and all information generated by Production Heroes or the Manufacturer or based thereon (for example design changes for manufacturability) from all documents and other records of the Client.
 - d. Only staff with a need-to-know basis from Production Heroes and the Manufacturer to draft the quotation and execute tooling and production runs are allowed to use the PI.
 - e. Not store any of the PI on a data carrying device (for instance USB stick) or transmit PI in any form or by any means whatsoever outside Production Heroes' usual place of business.
 - f. Not use the Proprietary Information for any other client or third party nor initiate any opening of tooling of production runs without written approval from the client..
 - g. Make copies of the PI only to the extent that the same is strictly required for the purposes of its evaluation by the Client.
 - h. Upon the completion of activities relating to a specific agreement or at any time upon the request of the Client deliver up to the Client all documents and other material in the possession custody or control of the Client that bear or incorporate any part of the PI submitted to Production Heroes, the Manufacturer and or third parties.
 - i. It is acceptable that Production Heroes and / or the Manufacturer may wish to showcase such designs in its promotional literature by way of photographs, once the Client, places them on the market and only after 3 months have elapsed, of such developed concepts and designs being on the market. Such promotional communications need to be approved in writing first by the Client and the actual text and images used also reviewed for approval by the Client.
 - j. If a project is not to be executed by Production Heroes and the Manufacturer and its third parties, delete all received documentation within one week after being notified by the Client or 6 months after not having received feedback on the quotation. This includes deleting of emails which contain the PI details.
 - k. These terms remain in affect once tooling is in progress and / or production initiated.
 - l. The final version documentation (3d CAD, technical drawings, etc.) will be kept on file by Production Heroes for as long as parts from an agreement are manufactured by Production Heroes. Once the agreement is terminated these documents will also be deleted.

III Offers

Article 3: Quotations

- 3.1 Offers, regardless of the form, are always without obligation, until the resulting assignment has become binding in the manner described in Article 8.
- 3.2 In case assembly procedures are required on parts or sub-assemblies; then these will be indicated separately on the quotations. If not indicated on the quotation, then no assembly procedures are to be executed by Production Heroes unless a VOR has been agreed upon with the Client.

Article 4: Provided data

- 4.1 Production Heroes exclude any liability for direct or indirect damage caused by inaccuracies in advice and data provided by the Client regarding products to be delivered, unless there is unprofessional behaviour or wilful recklessness on the side of Production Heroes.
- 4.2 If the exclusion of liability in the previous paragraph cannot be upheld, then the compensation is limited to a maximum of the invoice amount of the agreement (excluding VAT) from which the liability arises, otherwise to the part of the invoice to which the liability relates.

Article 5: Intellectual Property (IP)

- 5.1 Any generated IP on drawings, 3D models, sketches, diagrams, samples, models etc. (hereinafter referred to as: "documents") produced by Production Heroes in the context of this agreement (for example small design changes required for manufacturability) remains the property of Production Heroes during the design, production and tooling procedures.
- 5.2 Any generated IP on documents, produced by Production Heroes in the context of Design for Manufacturing and Assembly (DFMA) shall remain the exclusive property of Production Heroes, unless explicitly agreed upon otherwise in writing. This IP, including the underlying technical know-how, shall be used exclusively by Production Heroes for the purpose of production, sourcing, and assembly of the relevant parts. The Client shall not acquire any right of use or license to this specific DFMA-related IP, unless such usage is already covered by the automatic transfer as described in clause 1.1 or a separate licensing agreement.
- 5.3 Documents provided by the Client, remain the property of the Client.
- 5.4 In the event of manufacturing by Production Heroes of parts according to drawings, samples, models or other instructions in the broadest sense of the word, received from the Client or via him from third parties, the Client guarantees that Production Heroes is not, through the reproduction and/or delivery of those parts, infringing any form of intellectual property rights of third parties and the client fully indemnifies Production Heroes and Manufacturer against all claims and associated costs. If a third party objects to the manufacturing and / or delivery on the basis of any alleged right as referred above, Production Heroes and the Manufacturer are on that basis automatically and exclusively entitled to immediately cease production and / or delivery and demand reimbursement of the incurred costs from the Client, without prejudice to claims from Production Heroes for possible further damages, without Production Heroes being obliged to pay him any compensation. Production Heroes will inform the Client if third parties object to the manufacturing and / or delivery of parts intended for the Client.
- 5.5 The Client acknowledges that any unauthorized use of the proprietary DFMA IP (defined in 5.1 & 5.2) by the Client or any third party for production or sourcing constitutes a material breach of this agreement and a violation of Production Heroes' IP rights. In such event, Production Heroes is entitled to immediate injunctive relief. Furthermore, the Client agrees to pay Production Heroes liquidated damages equal to three (3) times the original planned profit margin on the parts involved in the unauthorized use. The parties agree this amount is a reasonable pre-estimate of the damages suffered by Production Heroes and is not a penalty.

Article 6: Data provided by the Manufacturer

- 6.1 Production Heroes is not obligated to fully check the data or documents received from the Client or via him from third parties nor to check the accuracy thereof.
- 6.2 Production Heroes excludes any liability for inaccuracies in data, documents or advice provided by or on behalf of the Client for use in the execution of the agreement.
- 6.3 If the exclusion of liability in the previous paragraph cannot be upheld, then the compensation is limited to a maximum of the invoice amount of the purchase agreement (excluding VAT) from which the liability arises, otherwise to the part of the invoice to which the liability relates. Compensation for Client damages is in any case limited to the maximum value of the Purchase Order from which the damage arises.

IV Shipping & Delivery

Article 7: Shipping & Delivery

- 7.1 All prices and quotations from Production Heroes are excluding of VAT and quoted in Euro (€) or US Dollars (\$) whichever is more convenient.
- 7.2 All prices from Production Heroes are including costs for packaging of the parts, these costs are shown separate on each quotation and or agreement whilst options for packaging can be discussed. By default the packaging is labelled in Budget Molding branding and its main purpose is for safe delivery of the components / products in the shipping procedures. Details of packaging requirements for safe shipping and possible branding purposes will be advised and discussed for each part with the Client for approval. At additional costs it is possible to manufacture packaging materials with branding of the Client; of which the details should be provided by the Client.
- 7.3 Details of the selected logistics company will be provided by Production Heroes to the Client in advance for approval; if the Client prefers then they can appoint another logistics company for Production Heroes to co-operate with for the shipments.
- 7.4 All agreements from Production Heroes, in case of delivery by ocean or inland waterways, are based on FOB (Free on Board), unless agreed otherwise. Production Heroes will deliver the parts, cleared for export, onboard the vessel at the port of departure and arrange for all export markings, licenses and formalities. The Client takes over risk and costs, including import clearance and duties, as soon as the parts are loaded onto the transport vessel at the port of departure. The Client is responsible for arranging discharge of the parts / container at the port of destination and onward carriage to the location of their choosing. Import formalities, duties, clearance and possibly inspections by customs are to be borne by the Client. All costs for executing FOB activities like but not limited to, loading, offloading, import duties, transport, etc. will be reimbursed by the Client at costs excluding handling fee by Production Heroes.
- 7.5 All agreements from Production Heroes, in case of delivery by land transport (truck or rail), are based on DAP (Delivery At Place) unless agreed otherwise. Production Heroes assumes all responsibilities and costs for delivering the parts to the named place of destination. Production Heroes will pay for export formalities, fees, duties and taxes (if any) and related costs. Production Heroes are responsible for delivery of the parts, ready for unloading, at the named place of destination and clearing of parts for export if applicable. An in transit insurance according the CMR convention is arranged by Production Heroes for each shipment. The Client is responsible for arranging import formalities / costs, taking out additional insurance on the parts during transport if desired and unloading at the location of delivery. All costs for executing DAP activities like but not limited to, loading, offloading, import / export duties, insurances, transport, etc., will be reimbursed by the Client at costs excluding handling fee by Production Heroes.
- 7.6 If costs that are due in connection with the agreement, such as but not limited to freight costs, import and export duties, costs of storage, deposit, monitoring, customs clearance, tax or other charges, are introduced or increased after the conclusion of the agreement, these will be borne by the Client, as well as the consequences of changes in exchange rates, unless explicitly agreed otherwise.
- 7.7 Delivery occurs under the delivery conditions as referred to in the Incoterms 2020.
- 7.8 The Client is free to take out additional insurance in the case of shipments getting lost, stolen or damaged; once the parts have left the production location and handed over to the logistics company such responsibility of additional insurance is automatically transferred to the Client.
- 7.9 If Production Heroes, for reasons which are under their control (no disasters, strikes, political unrest, attacks, epidemics, etc.), delays the shipment for more than 10 days than the agreed FOB or DAP lead times apply (off-factory / pre-shipment), the Client has the right to request for compensation, according the following arrangement:
 - a. More than 10 working days delay until FOB or DAP: compensation of 5% of the original price.
 - b. More than 15 working days delay until FOB or DAP: compensation of 10% of the original price.
 - c. This arrangement excludes local holiday periods
- 7.10 It is possible to discuss deliveries as an order in whole or successively in parts. In the latter case, Production Heroes is entitled to invoice the Client for each partial delivery separately.
- 7.11 For partial deliveries that are shipped late due to mistakes at the side of Production Heroes, the costs for such shipments will be borne by Production Heroes.
- 7.12 If the Client chooses to have the parts purchased and/or delivered to a third party (for example an assembly partner) such a third party should be presented to Production Heroes including the person(s) responsible and authorized by the Client to act on their behalf (placing of orders / approving of shipments). These general conditions and purchase agreements also apply for such a third party unless agreed otherwise by Production Heroes with the Client in writing.
- 7.13 If the Client selects the option as indicated in article 7.12 then the Client remains liable for all articles in these general conditions.
- 7.14 If the Client selects the option as indicated in article 7.12 then the ownership of the molds remains with the Client.

V Assignment, acceptance, amendments, variations and termination

Article 8: Assignment, variations and termination

- 8.1 An agreement with the Client is only formal after the agreement given by the Client, to Production Heroes has been confirmed by Production Heroes in writing, without any reservations.
The order confirmation is deemed to accurately and completely reflect the agreement, unless the Client explicitly informs Production Heroes otherwise in writing within 5 working days of receiving the order confirmation. The above likewise applies to the conclusion of further agreements and to the amendment of existing agreements.
- 8.2 If, after Production Heroes' acceptance of an agreement, circumstances arise that affect the cost price, such as changes in the prices of raw materials or in the actual parts to be delivered, in wages, in exchange rates, in import duties, etc., Production Heroes is responsible for these costs. However price increases can be reimbursed in case the Client is responsible for caused delays after in which the price increases occurred. In such a case Production Heroes will provide proof of the related increases which needs to be presented to the Client via a so called Variation Order Request (VOR).
- 8.3 After acceptance of the agreement, amendments specified by the Client will only be implemented by Production Heroes if these amendments have been confirmed by Production Heroes in writing. If Production Heroes, for reasons on Production Heroes' part, decide not to implement the specified amendments, the Client will not be entitled to terminate the agreement in whole or in part whilst the Client remains fully liable to reimburse the agreed price, or, at the discretion of Production Heroes, the costs already incurred as well as the amount arising from the loss of profit and idle losses of Production Heroes. Production Heroes needs to justify why the requested amendment will not be executed, like but not limited to production already too far advanced, no fabrication capacity available at short notice, delivery time can no longer be met, else. If the amendment will be accepted Production Heroes will issue a VOR indicating both additional and / or reduced costs and potential delivery time extensions required to implement the amendment.
- 8.4 Termination or dissolution of agreements by the Client, which are in progress of manufacturing is possible. The Client is then obliged to reimburse all costs already incurred by Production Heroes, as well as loss of profit and idle time and material losses.

VI Provisions regarding the parts

Article 9: Quantity of delivered parts

- 9.1 Production Heroes are deemed to have met obligations regarding the quantity of useable parts once all shipping documents are provided to Client and no deviations are reported in the stated timeframes indicated below. Too little delivered in volume or defects will be compensated by adding the missing volume free of charge to the next order or a credit note towards the Client; the Client is free to choose whichever has preference.
- 9.2 It is allowed for Production Heroes to deviate 3% in volume (both + and -) from made agreements, as it is challenging to manufacture the exact volume of parts with purchased special compound materials. In any case the Client will be informed in advance and either credited for the missing components or invoiced for the additional delivered volume.
- 9.3 Parts made available to Production Heroes, by or on behalf of the Client, which parts need to be applied or assembled by Production Heroes, must be delivered to the Manufacturer on time, free of charge in the required quantity with a surplus of 10% for shortage and defect compensation. For specific cases and/or expensive components a deviation from this 10% can be discussed.
- 9.4 The Client is liable for the parts thus made available to Production Heroes by themselves or third parties for the proper usability thereof. Production Heroes assume, without any investigation, that these parts can be easily used, assembled or processed in, on or to the assigned parts to be manufactured, unless other provisions have been agreed in writing.
- 9.5 If the aforementioned parts are delivered too late or cannot be processed by Production Heroes and this results in production downtime or other effects, the Client is liable for downtime expenses suffered by Production Heroes and possible costs for employees over time.
- 9.6 Production Heroes is responsible for the timely delivery of parts sourced by Production Heroes to enable manufacturing and / or assembly of parts for the Client.
- 9.7 Production Heroes will only take parts to be manufactured in production when the test (o) series have been approved by the Client or an appointed third party in writing.
- 9.8 Production Heroes will only take parts to be manufactured in production for parts of which 100% of the tooling value has been fulfilled by the Client.

Article 10: Checking of FOT / SOT and approval of o-series

- 10.1 Production Heroes will only take the parts, to be manufactured, into production, when the o-series provided have been approved by the Client or an appointed third party in writing.
- 10.2 The Client will receive FOT / SOT and o-series samples from Production Heroes with remarks / reports to enable sharing of input. Depending on the physical location of the Client discussions of these samples will either be in person or shipped to their location. In the planning given by Production Heroes it is taken into account that the Client or the appointed third party gives input on received samples within 2 working days after having received the samples. In case such input takes longer to receive by Production Heroes a delay in the planning will occur for which the Client is responsible.

VII Guarantees

Article 11: Quality of parts and warranty on molds

- 11.1 With due observance of the provisions elsewhere in these general conditions, Production Heroes vouches, in the case of parts manufactured by Production Heroes or on Production Heroes' behalf, for both the soundness of the parts delivered by Production Heroes and the quality of the material used and / or built for that purpose, in the sense that the soundness of the specification must be predefined for specified products. Quality reports will be delivered for this by Production Heroes.
- 11.2 In the case of parts delivery by the Client, the Client is responsible for the soundness of these parts and the quality of the material used.
- 11.3 Defects in molds and products produced using those molds, for which the Client proves, within four months, calculated from the day of dispatch, that these defects have arisen exclusively or predominantly as a direct result of an inaccuracy in the structure designed by Production Heroes or as a result of poor finishing or use of poor material, will be remedied by Production Heroes. Production Heroes is not obliged to make any further compensation for damage, direct or indirect, suffered by the Client or by any other third party.
- 11.4 Wear and tear of production tooling is normal, costs for possible repairs within the warranty of numbers produced, hereafter referred to as "shot(s)" will be covered by Production Heroes. After the number of warranty shots has been reached the tooling will be judged if any repairs are required / possible or if the production tooling needs to be replaced completely. Both repairing and replacement costs are for the Client after the shot warranty has been reached. The number of warranty shots will be stated in the Clients Purchase Order', order confirmation or agreement for each specific part / tooling, this number is leading.
- 11.5 When assessing economically responsible production, as referred to in paragraph 1 of this article, consideration must also be given to the advancement of technology and the adaptation of the company thereto, in terms of both volume and labour intensity (e.g. if volumes become significantly increased automation or multiple shot tooling can become feasible).
- 11.6 Molds, shapes, auxiliary tools, etc., that are no longer suitable for production according to the aforementioned standards, do not need to be returned by Production Heroes and may be destroyed by the Manufacturer without Production Heroes being obliged to pay any compensation to the Client. For the Client there will be no costs for the destroying of molds. Approval for such procedures will be discussed in advance with the Client.
- 11.7 The guarantee given in paragraphs 1 to 3 of this article does not apply if it concerns:
 - a. defects that are the result of unsuitability of materials and / or components made available or prescribed by the Client;
 - b. defects that are the result of improper use or omission by / on the part of the Client or his staff;
- 11.7 Any damages to molds caused by the Manufacturer due to: wrongful machine use, material mistakes, accidents in logistics, cleaning procedures, etc., shall be fixed and compensated in full by Production Heroes.
- 11.8 Production Heroes ensures that the molds fall under the retention of title of the Client and are insured against risks that are customary for insurance (fire, water and storm damage are explicitly included herein) or that are deemed necessary. The level of insurance covers the repair of mold(s) after such incidents to working order and reach the agreed upon number of shots. E.g. molds are big blocks of solid steel and even in the case of fire they are often not affected or only have minor damages.
- 11.9 After the full payment of the tooling budget has been received; the ownership of mold(s) is contractually transferred to the Client. Title and risk of the tooling is also transferred to the Client enabling them to take out additional insurance on their legal property.
- 11.10 It is possible for the Client to retrieve the mold(s) for production at another location without additional costs after a set number of shot(s) / parts have been reached and reimbursed by the Client. In such a case Production Heroes will assist in the procedures to move the mold(s) but the Client is responsible for all arrangements and risks. Any costs or losses coming forward from these procedures are to be borne by the Client. This minimum production figures will be included per part in the quotation or agreement and costs will be presented by VOR.

- 11.11 In the case of insolvency or bankruptcy of the Manufacturer, Production Heroes is responsible to retrieve all molds and parts of the Client and arrange for an alternative manufacturer within a reasonable period of time; unless the Client decides otherwise.
- 11.12 In the case of insolvency or bankruptcy of Production Heroes the Client will be informed and contact will be established between the Manufacturer and the Client to enable the Client to establish a direct business relationship with the Manufacturer; unless the Client decides otherwise.

VIII Payment terms

Article 12: Payment terms

- 12.1 All mentioned prices in quotations from Production Heroes are excluding of VAT.
- 12.2 Tooling: depending on the mold value and relationship with the Client Production Heroes requests a down payment of 70 to 90% as the first payment to be received from the Client before any materials are ordered and work is started. The second payment (30% to 10%) of the tooling value has to be made within 30 days after the Client or the appointed third party has received the final pre-production samples (o-series).
- 12.3 In mutual agreement, the invoice for the remaining payment of the tooling (such as molds and dies) may be issued by Production Heroes no later than six months after the issuance of the initial down payment invoice.
- 12.4 Based on the DFM analysis and mouldflow simulation, which are standard procedures following approval of the quotation, any additional costs may be charged if modifications to the tooling design prove necessary to ensure the quality of the final product (for example, the addition of a hot runner, extra sliders, extra gates, or similar technical adjustments).
- 12.5 Costs for changes to molds at request of the Client, after start of design of molds, will be presented in a VOR and these costs need to be paid for 100% in advance before execution of those changes will start. The VOR will indicate both costs and time consequences
- 12.6 Payment terms production run(s): down payment of 70% of the order value needs to be received by Production Heroes, prior to starting a production run. The final payment of 30% of the order value needs to be received by Production Heroes after completion of the production run, sharing of quality control inspection report and preparations for shipping of the parts.
- 12.7 Costs to make the First Out Tool (FOT) and Second Out Tool (SOT) samples are included in the mold prices, transport of the manufactured samples (FOT and SOT) is not included and will be communicated for approval to the Client during such procedures.
- 12.8 Within 10 working days of receiving the invoice of Production Heroes, the Client must check the correctness of this invoice and (insofar as applicable) justify a dispute of the correctness of the invoice. After the stipulated period has elapsed, the Client's right to dispute the correctness of the invoice expires.
- 12.9 All payments must be made by bank transfer without any deduction, transfer fees, discount, settlement or suspension and must be credited to the bank account of Production Heroes within 30 days of the invoice or, if a different period is specified, within that period. This period is a strict deadline. If this period is exceeded, the Client is in default.
- 12.10 Until payment has been received for initiation of tooling or production runs, the execution of all assignments accepted for the Client may be suspended.
- 12.11 All costs (which expressly includes the full lawyers' costs), in particular the extrajudicial and judicial costs for collection of claims from Production Heroes, relating to the late payment are to be borne by the Client and vice versa.
- 12.12 The Client is in default in the event of (application for) bankruptcy or suspension of payment, being put under guardianship or under administration and liquidation. Production Heroes will inform the Manufacturer as soon as possible after having received this information that the Client is in default and has become insolvent or else not able to fulfil the Client's commitment under the running agreement. In this case Production Heroes is obliged to seize all activities, cancel eventual sub orders and make up a status report. This status report will be presented to follow up party of the Client by VOR.
- 12.13 The above payment terms may be overruled by payment term agreed upon between the Client and Production Heroes and included in the quotation or Purchase Order by the Client.
- 12.14 Undisputed parts of disputed invoices by the Client are payable to Production Heroes.

IX Acceptance of delivery

Article 13: Acceptance of delivery

- 13.1 Upon receipt of the delivered parts, the Client must examine whether the quantity and quality of parts delivered is correct. Complaints about the delivered quantity and / or quality must be made immediately after the Client could reasonably have investigated the quantity and the quality, but these complaints must have been received in writing

at the latest within 10 working days by Production Heroes after delivery of the parts. In the absence of a timely complaint, the quantity and quality as stated on the consignment note, delivery note or other such document is deemed to have been accepted by the Client as correct and of the right quality.

- 13.2 If a complaint has been made in time and after it has been proven that the delivered parts exhibit material or manufacturing defects, Production Heroes will, at our discretion, arrange for either free repair, full or partial redelivery for free. In the event of a delivery in the context of the trade of complete products manufactured by third parties, Production Heroes will arrange for a full or partial free redelivery at the discretion of Production Heroes. Redeliveries will be executed by Production Heroes as soon as practically possible after receiving the Clients compliant, the lead-time for redelivery will be discussed with the Client.
- 13.3 Production Heroes has limited liability in additional costs and damages (both direct and indirect) and interest that may arise for the Client or third parties as a direct or indirect consequence of shortcomings of the parts delivered to the Client, unless there is unprofessional behaviour or wilful recklessness on the side of Production Heroes. The compensation is limited to a maximum of the invoice amount of the agreement (excluding VAT) from which the liability arises, there wise to the part of the invoice to which the liability relates.
- 13.4 Production Heroes are only obliged to deliver in accordance with the specifications agreed when the orders are placed. Production Heroes accepts no liability for the applicability of the delivered products for the purposes intended by the Client or for any other purposes that deviate from the specifications.
- 13.5 The Client indemnifies Production Heroes against all claims for compensation of any damage, from third parties, arising from this agreement.

X Non-Circumvention

Article 15: Non-Circumvention

- 14.1 The Client acknowledges that Production Heroes has developed and maintains exclusive, confidential relationships with its Manufacturers, including the Manufacturer referred to in these General Conditions.
- 14.2 The Client agrees, both during the term of this agreement and for a period of 5 years after the final delivery under the last agreement executed with Production Heroes, not to directly or indirectly contact, solicit, procure, contract, or engage with the Manufacturer or any other Production Heroes-affiliated supplier or factory introduced by Production Heroes to the Client, for the purpose of manufacturing, sourcing, or purchasing the parts or similar parts subject to this agreement.
- 14.3 Any contact or sourcing with the Manufacturer must strictly be handled through Production Heroes.
- 14.4 In the event of a breach of this Article, the Client agrees to pay Production Heroes liquidated damages equal to 30% of the total value of any contract or purchase order placed by the Client directly with the Manufacturer, or the equivalent of four 4 times the planned profit margin that Production Heroes would have earned on the unauthorized transaction, whichever amount is greater. This amount is a reasonable pre-estimate of the damages suffered and is not a penalty.

XI Applicable law and choice of forum

Article 15: Applicable law

- 15.1 Dutch law applies exclusively to the agreements governed by these general conditions and agreements arising therefrom.
- 15.2 Any dispute that may arise between Production Heroes and the Client are submitted exclusively to the competent court in the district of Breda where Production Heroes B.V. is located, however, Production Heroes always remain authorised to summon the Client before the court that is competent according to law or the applicable international treaties.

XII Final provisions

Article 15: Acceptance of delivery

- 16.1 If, during the execution of the agreement, personal data as referred to in the General Data Protection Regulation are processed by Production Heroes or by the Client, Production Heroes and the Client, if the General Data Protection Regulation requires this, will agree, in writing, a processor agreement that complies with the provisions of the General Data Protection Regulation.

Article 16: Adjustments and nullification

- 16.1 Production Heroes has the right to amend these general conditions. Any changes will be communicated in advance with the Client enabling the Client to discuss these changes with Production Heroes and give approval.
- 16.2 Invalidity or nullification of part of these general conditions do not result in the invalidity or nullification of these general sales conditions.
- 16.3 Insofar as these general conditions have been translated into a language other than English, the English text is always decisive in the event of differences.