

**Fleetshield bv**

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# General Terms and Conditions

Film applications  
for public transport  
and buildings

Protection against

Graffiti

Scratching and etching

Splintering

Stone chippings

UV

Influence of

Desired behaviour

Perception

Cost reduction on

Cleaning

Replacement

Repair

Maintenance of

Bodywork

Glass

Interior

Improvement of

Indoor climate

Privacy

Appearance

Adding

Identification

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**General Terms and Conditions of the private limited company Fleetshield B.V., with registered office and principal place of business at Laanakkerweg 12, 4131 PA Vianen, the Netherlands.**

## Article 1 Applicability

### 1.1

The following terms have the stated meaning in these General Terms and Conditions:

**Fleetshield:** the private limited company Fleetshield B.V., with registered office and principal place of business at Laanakkerweg 12, Vianen, the Netherlands.

**Client:** any legal entity or natural person that has entered into, or wishes to enter into, an Agreement with Fleetshield.

**Agreement:** all arrangements between Fleetshield and the Client concerning the purchase of goods or services by the Client from Fleetshield, as well as all related legal acts.

**In Writing/Written:** communication in writing, including communication by e-mail.

### 1.2

These General Terms and Conditions apply to all offers and proposals made by Fleetshield and to all agreements entered into by Fleetshield, in so far as not agreed otherwise In Writing.

### 1.3

The applicability of any purchasing conditions or other terms and conditions of the Client is expressly rejected.

### 1.4

If there is any inconsistency between the content of these General Terms and Conditions and the offers, proposals, and/or concluded agreements, the provisions of the offer, proposal, and/or Agreement take precedence.

### 1.5

If one or more provisions of these General Terms and Conditions are void or declared void, the remaining provisions of these General Terms and

Conditions still apply in full. The Parties then consult in order to agree on new provisions to replace the void or voided provisions. The aim and purpose of the original provision are to be taken into account in so far as possible.

### 1.6

If Fleetshield does not always require strict compliance with these General Terms and Conditions, this does not mean that the provisions concerned are not applicable or that Fleetshield would in any way forfeit the right to require strict compliance with the provisions of these General Terms and Conditions.

## Article 2 Offers

### 2.1

All offers, pre-calculations, proposals, quotations, and similar information provided by Fleetshield are provided without obligation and can only be accepted with changes.

### 2.2

The issue of a quotation, estimate, pre-calculation, or similar information, whether or not designated as an 'offer', does not oblige Fleetshield to enter into any Agreement.

### 2.3

Offers, pre-calculations, proposals, quotations, and similar information provided by Fleetshield are valid for 30 days and lapse if they are not accepted within this period. Fleetshield has a further seven-day period after acceptance of an offer to withdraw its offer, in which case no Agreement is concluded.

### 2.4

If Fleetshield's offers are based, or partly based, on information provided by the Client, the Client warrants to the best of their knowledge and ability that all relevant information has been provided to Fleetshield.

### 2.5

Fleetshield cannot be bound by any offer if the Client is reasonably able to understand that the offer, or part of it, contains an obvious mistake or clerical error.

### Article 3 Agreement

#### 3.1

After an assignment/order has been given to Fleetshield, there is a valid Agreement between Fleetshield and the Client only once Fleetshield has confirmed the assignment/order In Writing, or once Fleetshield has started to carry out the assignment/order.

#### 3.2

Any arrangements, further arrangements and/or changes, including verbal arrangements and/or promises by personnel, representatives, agents, or intermediaries are binding on Fleetshield only if and in so far as Fleetshield has confirmed these In Writing.

#### 3.3

Everything that Fleetshield delivers/performs during the Agreement in addition to the expressly agreed work/services and in consultation with the Client, whether or not recorded In Writing, is regarded as contract extras.

### Article 4 Prices

#### 4.1

Unless expressly stipulated otherwise, all prices stated by Fleetshield are subject to change.

#### 4.2

Unless stipulated otherwise, Fleetshield's prices are based on the cost price determinants that apply on the offer or order date, including purchase prices, wages, labour costs, social security contributions, government charges, and insurance premiums. Unless agreed otherwise, all prices are stated in euros and exclude VAT, import duties, and government-imposed levies and fees.

#### 4.3

If there is an increase in one or more of the cost price determinants as referred to in Article 4.2, Fleetshield is entitled to increase the agreed price accordingly.

#### 4.4

The Client accepts that an amendment to the Agreement may result in a change to the originally stated price or performance period. If it transpires

during the performance of the Agreement that it is necessary to amend or supplement the Agreement in order to ensure its proper performance, the Parties consult with each other in good time and proceed to adapt the Agreement. Consultation is not required and the Client is deemed to agree to an amendment of the Agreement in so far as the quantity stated in the Agreement does not differ by more than 10%.

#### 4.5

Contract extras performed by Fleetshield, as referred to in Article 3.3 of these General Terms and Conditions, are to be charged to the Client separately to the price that Fleetshield and the Client have agreed for the assignment/order. Contract extras are to be calculated in the same manner as the price determined for the agreed work/services

### Article 5 Payment

#### 5.1

Unless agreed otherwise, the Client pays the agreed price in the following instalments:

- a first instalment of 50% of the agreed outstanding amount immediately after the Agreement is concluded;
- a second instalment of 30% of the agreed outstanding amount on the commencement of the work;
- a third instalment of 20% of the agreed outstanding amount after delivery as referred to in these General Terms and Conditions.

#### 5.2

Payment must be made within 30 days of the invoice date, in the manner indicated by Fleetshield and in the stipulated currency, unless Fleetshield indicates differently In Writing.

#### 5.3

Fleetshield is entitled at all times, notwithstanding the provisions of Article 5.1 of these General Terms and Conditions, to require cash payment or security for payment.

#### 5.4

If the Client fails to pay all or part of an invoiced amount within the stipulated period, the Client is then in default by operation of law without the

need for a demand or notice of default.

All amounts owing by the Client to Fleetshield become immediately due and payable in that case.

#### **5.5**

If the Client does not pay Fleetshield on time and/or in full, Fleetshield is entitled, without any further notice of default or judicial intervention, to fully or partially suspend the performance of the Agreement and/or to fully or partially terminate the Agreement. .

#### **5.6**

If the Client does not pay within the applicable period, the Client, notwithstanding Fleetshield's other rights, owes statutory commercial interest, as referred to in Book 6, Article 119a of the Dutch Civil Code, from the due date on the amount owing to Fleetshield that has not been paid on time.

#### **5.7**

If the Client is in default or fails to perform their obligations on time, all reasonable extrajudicial costs for obtaining payment are payable by the Client. The extrajudicial costs are calculated on the basis of customary collection practice in the Netherlands, which is currently the calculation method under the Extrajudicial Collection Costs (Fees) Decree (Besluit vergoeding voor buitengerechtelijke incassokosten). However, if Fleetshield has incurred higher costs that were reasonably necessary, the actual costs incurred must be reimbursed. Any legal costs and costs of enforcement that are incurred are also recoverable from the Client. The Client must also pay interest on the collection costs.

#### **5.8**

Payments made to Fleetshield serve firstly to settle the interest and calculation costs payable followed by the longest outstanding invoice.

#### **5.9**

The Client is not entitled to apply set off in any case to the amounts invoiced to the Client by Fleetshield. Complaints do not suspend the Client's payment obligations.

### **Article 6 Delivery period**

#### **6.1**

Delivery periods stated by Fleetshield are indicative only, unless it has been expressly agreed In Writing that these are strict deadlines. Unless a strict deadline has been agreed, Fleetshield is in default only after the Client has given Fleetshield a written notice of default. Fleetshield must also be given a reasonable period in which to still perform the Agreement.

#### **6.2**

Fleetshield's obligation to comply with an agreed strict deadline ceases to apply if and as soon as the Client and Fleetshield subsequently agree to an amendment to the Agreement, as well as if the Client informs Fleetshield of a wish to make amendments and the performance of work is consequently suspended and/or delayed, unless the minor significance of the amendment does not reasonably necessitate Fleetshield to alter the agreed period.

#### **6.3**

The Client is obliged by Fleetshield to do all that is reasonably necessary or advisable during the performance of the Agreement to facilitate the punctual delivery of goods and/or the performance of the agreed services by Fleetshield.

#### **6.4**

If the Client fails to comply with the obligation referred to in the previous paragraph, Fleetshield's obligation to render the agreed performance during the agreed delivery period ceases to apply.

### **Article 7 Performance of the Agreement**

#### **7.1**

Fleetshield performs the Agreement to the best of its insight and ability and in accordance with high standards, all in keeping with the latest scientific and technical knowledge at the time the Agreement is concluded.

#### **7.2**

If and in so far as required for the proper performance of the Agreement, Fleetshield is

entitled to have all or part of the Agreement performed by third parties.

### 7.3

If Fleetshield performs the assignment/order at the Client's request with the help of or by incorporating materials or semi-finished goods provided by the Client, this will be entirely at the Client's risk. This specifically includes but is not limited to the durability, adhesion, wear resistance, light resistance, and colour fastness of the materials or semi-finished goods provided by the Client.

### 7.4

The Client is responsible towards Fleetshield for the correct and punctual performance of all instructions, arrangements, and/or stated conditions that are necessary for the performance of the Agreement by Fleetshield. In particular, the Client is bound to provide the item to be worked on by Fleetshield in the condition as stated In Writing, by or on behalf of Fleetshield, in the preview report prior to the performance of the assignment/order.

### 7.5

The Client is obliged to inform Fleetshield about the item to be worked on, so Fleetshield is able to factor in the risks relating to the performance of the Agreement. If there is a failure to comply with this obligation, the Client must compensate Fleetshield's resultant damage or loss and also indemnify Fleetshield if Fleetshield is held liable by third parties.

### 7.6

The Client ensures at their own expense and risk that:

- a) Fleetshield's personnel are able to commence and to continue performing their work as soon as they arrive at the place of work during normal working hours and, at Fleetshield's request, also outside normal working hours; and
- b) all necessary safety and precautionary measures have been taken and are enforced, including all measures that are taken and enforced in order for the work to comply with the applicable government regulations.

### 7.7

If Fleetshield or a third party that it hires performs work under the Agreement at the Client's location or at another location designated by the Client, the Client, unless otherwise agreed In Writing, ensures that the facilities reasonably required by Fleetshield are provided free of charge for the duration of the agreed work.

## Article 8 Suspension, termination, and early notice of termination of the Agreement

### 8.1

Fleetshield is entitled to suspend the performance of obligations or to terminate the Agreement, if:

- the Client fails to comply, fails to comply fully, or fails to comply punctually with their obligations under the Agreement;
- Fleetshield becomes aware of circumstances after the conclusion of the Agreement that give it good reason to fear that the Client will not comply with their obligations;
- the Client is requested when the Agreement is concluded to provide security for the performance of their obligations under the Agreement and this security is not provided or is inadequate;
- Fleetshield can no longer be required to perform the Agreement under the originally agreed conditions because of delays by the Client.

### 8.2

Fleetshield is further entitled to terminate the Agreement if circumstances of such a nature arise that performance of the Agreement is impossible or if circumstances of such a nature otherwise arise that the unaltered maintenance of the Agreement cannot reasonably be required of Fleetshield.

### 8.3

If the Agreement is terminated, the amounts owing to Fleetshield by the Client will become immediately due and payable. If Fleetshield suspends the performance of its obligations, it retains its statutory claims and/or its claims under the Agreement.

### 8.4

If Fleetshield proceeds with suspension or termination, it will not be liable to pay any form of

damage, loss, or costs, regardless of how these arise.

### **8.5**

If the Client does not comply with their obligations under the Agreement and this failure to comply justifies termination, Fleetshield may terminate the Agreement directly and with immediate effect without any obligation from its side to pay any compensation or damages, while the Client, by virtue of breach of contract, must pay compensation or damages.

### **8.6**

If the termination is attributable to the Client, the Client is obliged to compensate all of Fleetshield's damage or loss, including costs, which arises directly or indirectly from the termination.

### **8.7**

If Fleetshield gives notice of early termination of the Agreement, it shall, in consultation with the Client, arrange for the transfer of the uncompleted work to third parties, unless the termination is attributable to the Client. If the transfer of the work implies additional costs for Fleetshield, these costs will be charged to the Client. The Client is obliged to pay these costs within the stipulated period, unless Fleetshield indicates otherwise.

### **8.8**

If the Client is liquidated, petitions for, or is granted a moratorium on the payment of debts, petitions for or is declared bankrupt, has their assets attached – if and in so far as the attachment is not lifted within three months – has their debt restructured or can no longer freely dispose of their assets due to other circumstances, Fleetshield may directly terminate the Agreement with immediate effect, without any obligation from its side to pay any compensation or damages. The amounts owing by the Client to Fleetshield are immediately due and payable in that case.

### **8.9**

If the Client terminates all or part of the Agreement, the items ordered or made ready for that purpose, plus any delivery or removal costs and the working hours reserved for the

performance of the Agreement, will be charged in full to the Client.

## **Article 9 Delivery, inspection, and acceptance**

### **9.1**

Unless agreed otherwise In Writing, the work and/or services performed by Fleetshield are delivered at the place where Fleetshield has mainly performed that work and/or those services.

### **9.2**

If inspection by the Client has been agreed, the work and/or services performed by Fleetshield are deemed to have been delivered once Fleetshield has indicated that the Agreement has been performed and inspection may take place. If no inspection has been agreed, delivery by Fleetshield is deemed to have occurred once Fleetshield has indicated that it has completed the performance of the work. If the agreed performance only involves the delivery of goods, the goods, unless otherwise agreed, are deemed to have been delivered once Fleetshield has made these available to the Client ex-factory or ex-warehouse.

### **9.3**

If transport of the goods to be delivered has been agreed, this will be payable by the Client unless carriage-paid delivery has been agreed. The Client always bears the risk of transport.

### **9.4**

The Client is obliged, immediately after the aforementioned delivery, to thoroughly check whether Fleetshield's performance has been rendered properly and in accordance with the Agreement.

### **9.5**

If an inspection has been agreed, Fleetshield and the Client jointly inspect the performed work and/or delivered goods. An inspection report must be drawn up and note any complaints and/or shortcomings that were found during the inspection. Fleetshield indicates in this report which complaints and/or shortcomings it accepts and will be remedied and/or repaired in

compliance with the Agreement. The Parties then agree on a period within which Fleetshield must comply with its obligations under the Agreement. Article 6 of these General Terms and Conditions applies by analogy to this period.

#### **9.6**

If the Parties have agreed on an inspection, the work performed and/or goods delivered by Fleetshield, with the exception of the complaints and/or shortcomings noted in the inspection report and accepted by Fleetshield, are deemed to have been accepted by the Client after the inspection.

#### **9.7**

Complaints and/or defects that are remedied and/or repaired by Fleetshield must be inspected and accepted in accordance with the provisions of this article.

#### **9.8**

If no inspection has been agreed, the delivered work, services, and/or goods are deemed to have been accepted by the Client if and in so far as a written complaint is not made promptly after delivery in accordance with Article 10 of these General Terms and Conditions.

#### **9.9**

Fleetshield's performance is in any case deemed between the Parties to have been rendered properly and in accordance with the assignment/order, and to have been accepted by the Client, if the delivery, or part of the delivery, has been used, modified, processed, or supplied to third parties, or if such use or modification has been arranged through third parties.

#### **9.10**

Subject to the provisions of these General Terms and Conditions, the goods delivered by Fleetshield are at the Client's risk after delivery.

### **Article 10 Investigation and complaints**

#### **10.1**

If no inspection has been agreed, the Client must report any visible defects in the services, work, and/or goods delivered by Fleetshield In Writing to Fleetshield within seven days of the delivery

date. Any latent defects must be reported to Fleetshield In Writing immediately, or at least within seven days of their discovery. Any such report must contain as detailed a description of the defect as possible, so as to enable Fleetshield to respond adequately. The Client must give Fleetshield, or a third party designated by Fleetshield, the opportunity to investigate any defect or complaint.

#### **10.2**

If an inspection after delivery or handover has been agreed and defects and/or shortcomings are found during this inspection or handover, Fleetshield may choose between adjusting the amount of the invoice, improving or redoing the work whose result has been rejected, and/or replacing the delivered goods or the defective or damaged part of those goods. Any defects and/or shortcomings that subsequently arise are at the Client's expense and risk, unless these fall under the warranty arrangements of Article 11.

#### **10.3**

After the expiry of the period referred to in Article 10.1, the Client is no longer entitled to any repairs, replacement, or damages.

#### **10.4**

Minor variations do not change any of the Parties' obligations and do not give the right to complain or provide grounds, for example, for rejection, a discount, termination of the Agreement, or compensation. After taking all circumstances into account, variations that do not reasonably affect or only have a secondary influence on the value in use of what has been delivered are always deemed to be minor variations.

#### **10.5**

A difference of 10% or less in the quantity of what is delivered compared to the agreed quantity to be delivered by Fleetshield and, if no total quantity has been agreed, compared to the quantity required for the Agreement, cannot be regarded as a variation in the delivered quantity and is regarded as a minor variation as referred to in Article 10.4 of these General Terms and Conditions.

**10.6**

Complaints do not suspend the Client's payment obligations.

**10.7**

Complaints may be validly made only in respect of goods that are in the same condition as when they were delivered by Fleetshield. Complaints will not be dealt with if it transpires that changes have been made to the goods or work delivered by Fleetshield, unless this has been done with Fleetshield's written consent.

**10.8**

If a complaint is valid, Fleetshield may choose between adjusting the amount of the invoice, improving or redoing the work whose result has been rejected, and/or replacing the delivered goods or the defective or damaged part of those goods. Fleetshield is never obliged to pay compensation to the Client.

**Article 11 Warranty****11.1**

Notwithstanding the limitations specified below, Fleetshield warrants the reliability of both the services it provides and the goods it delivers, as well as the materials delivered and used for the work it performs. The warranty covers only defects that could not be observed during the inspection after delivery as referred to in Article 9 of these General Terms and Conditions, or within seven days of delivery if no inspection was agreed, and which the Client proves have occurred within five years of delivery, as referred to in Article 9 of these General Terms and Conditions, solely or mainly as a direct result of an error in the working procedures applied by Fleetshield or as a result of defective finishing or the use of substandard materials.

**11.2**

Fleetshield remedies defects that are covered by the warranty by repairing and/or replacing a defective part, entirely at its discretion. Unless otherwise agreed, all costs that exceed the direct costs of repairs and/or replacement are payable by the Client.

**11.3**

Defects that are wholly or partially the result of the following are not covered by the warranty:

- a) the failure to observe maintenance instructions or use other than normally envisaged use;
- b) normal wear and tear;
- c) fitting, assembly, or repairs by third parties, including the Client;
- d) the application of any government regulations relating to the nature or quality of the materials used;
- e) the unsuitability of any item/goods provided by the Client to Fleetshield for processing in relation to the agreed treatment/work;
- f) materials, goods, and/or working methods, in so far as applied on the Client's express instructions, as well as materials supplied by or on behalf of the Client;
- g) parts purchased by Fleetshield from third parties, in so far as the third party has not given a warranty to Fleetshield, or this warranty has expired;
- h) incorrect and/or incomplete information provided by the Client.

**11.4**

Reliance on the warranty by the Client and/or the alleged failure by Fleetshield to comply with its warranty obligations does not release the Client from their obligations under the Agreement concluded with Fleetshield.

**11.5**

The warranty ceases to apply if the Client makes, or has a third party make, changes and/or repairs to the delivered goods or work during the warranty period.

**11.6**

Both direct and indirect damage or loss that arises due to the improper functioning of goods delivered by Fleetshield is not covered by the warranty.

**Article 12 Retention of title****12.1**

Ownership of the goods delivered by Fleetshield passes to the Client only after full payment of all amounts owing by the Client to Fleetshield as consideration for the goods, work, and/or

services delivered or to be delivered by and/or on behalf and/or at the expense of Fleetshield to the Client under the Agreement.

### 12.2

The Client is obliged to take proper care of the goods that are subject to a retention of title by Fleetshield. The Client may not hand over, pledge, or lend the goods to third parties, remove the goods from their delivery location, or have a third party remove them from their delivery location, until the entire purchase price and any additional costs have been paid in full, except in so far as this is necessary in the normal course of business.

### 12.3

If the Client fails to pay a due and payable amount, suspends payment, is granted a moratorium on the payment of debts, is declared bankrupt, placed under guardianship, liquidated, or dies, Fleetshield is entitled, without any judicial intervention, to recover whatever has been delivered but not paid for in full, notwithstanding its right to claim compensation for any loss or damage.

### 12.4

If Fleetshield is entitled to recover its property as described in paragraph 3 of this article, the Client must grant Fleetshield, or a third party to be designated by Fleetshield, access to the places where the goods delivered subject to a retention of title are located, and provide all cooperation required by Fleetshield in this regard.

## Article 13 Force majeure

### 13.1

The Parties are not obliged to comply with any obligation under this Agreement if they are prevented from doing so by force majeure.

### 13.2

For the purpose of these General Terms and Conditions, force majeure means any breach that is not due to fault and that should not be attributed by law, a legal act, or according to generally accepted standards. Force majeure includes strikes or lockouts, riots, fire, transport problems, extreme weather conditions and/or government measures that prevent or hinder the performance

of the Agreement, as well as a failure to perform by one or more of Fleetshield's suppliers, as a result of which Fleetshield is unable to comply, or unable to comply on time, with its obligations towards the Client.

### 13.3

If the performance of the Agreement is temporarily impossible because of force majeure, Fleetshield may suspend the performance of the Agreement for the duration of the hindrance. Fleetshield arranges the period within which the Agreement can then still be performed with the Client. If the performance of the Agreement becomes permanently impossible due to force majeure, the Parties are entitled to terminate all or part of the Agreement without Fleetshield being obliged to pay any compensation.

## Article 14 Liability

### 14.1

Unless its management board acts intentionally and/or is grossly negligent, Fleetshield's liability is limited to the warranty obligations referred to in Article 11 of these General Terms and Conditions. Unless its management board acts intentionally and/or is grossly negligent, Fleetshield is never liable for and consequently never obliged to pay direct or indirect damage or loss of any nature that is suffered.

### 14.2

If and in so far as Fleetshield is liable, for whatever reason, its liability is always limited to the direct damage or loss that is suffered. Liability for indirect or consequential damage is expressly excluded. Indirect or consequential damage includes lost profits, lost savings, business interruption losses, and similar damage.

### 14.3

If Fleetshield is liable under the provisions of these General Terms and Conditions, its liability is capped at the amount that is paid under its liability insurance, plus the excess amount. If required, further information can be provided in this regard.

**14.4**

If payment is not made under the liability insurance through no fault of Fleetshield, its liability is then capped at the invoice amount of the assignment/order to which the liability relates.

**14.5**

The limitations of liability included in these General Terms and Conditions apply fully if the damage or loss is attributable to intentional acts and/or the gross negligence of employees and/or non-employees whose services Fleetshield has used.

**14.6**

Claims must be submitted In Writing to Fleetshield within 60 days of the damage or loss occurring, or after the Client has or reasonably could have discovered the damage or loss, failing which any claim to compensation against Fleetshield will cease to exist.

**14.7**

Fleetshield is not liable for damage to items of the Client that results from the unsuitability of those items for the work to be performed by Fleetshield on the Client's instructions, if that unsuitability could not have been clear to Fleetshield at the time of the preview and the Client did not provide Fleetshield, when entering into the Agreement or at the preview at the latest, with information that would have been relevant to Fleetshield in the performance of the Agreement including the properties and nature of those goods, the applied pretreatments, and the applied surface treatments.

**Article 15 Indemnity****15.1**

The Client indemnifies Fleetshield against any claims by third parties that suffer damage in relation to the performance of the Agreement where the cause or the consequences (having regard to the limitation of liability in Article 14) is or are attributable to a party other than Fleetshield.

**15.2**

If Fleetshield is held liable for this reason by third parties, the Client must assist Fleetshield both in and out of court and do all that may be expected

of the Client in that case. If the Client fails to take adequate measures, Fleetshield is entitled to do so itself, without any notice of default. All resultant costs, damage, and loss that Fleetshield and third parties incur or suffer are fully at the expense and risk of the Client.

**Article 16 Printing and other proofs****16.1**

The Client is obliged to carefully check the printing and other proofs that Fleetshield provides for that purpose for any errors and defects and to give Fleetshield an opinion on those proofs within 14 days of their provision.

**16.2**

Approval of the proofs by the Client serves as acknowledgement that Fleetshield has performed the work prior to and relating to the proofs in accordance with the Agreement.

**16.3**

If the Client does not comply with the obligation in the first paragraph, this constitutes approval within the meaning of the second paragraph.

**16.4**

Any proof that is made at the Client's request is charged in addition to the agreed price, unless it has been expressly agreed that the price includes the costs of these proofs.

**Article 17 Intellectual and industrial property****17.1**

The Client warrants that the information provided by the Client to Fleetshield for the performance of the assignment/order, including drawings, designs, models, sketches, and images, does not infringe any statutory rule or protected rights of third parties, specifically including but not limited to copyright and/or other intellectual and industrial property rights, or the law of delict. The Client indemnifies Fleetshield both in and out of court against all third-party claims in this regard.

**17.2**

All items, working methods, or processes that are created during the performance of the assignment/order are deemed to have been created solely and exclusively in accordance with Fleetshield's insights. All industrial and intellectual property rights to or in connection with items, working methods, or processes that are developed, made, and/or produced, specifically or otherwise, for the performance of the assignment/order, and all drawings, texts, models, manuals, samples, tools, calculations, software, and other documents and data carriers made or used by Fleetshield for this purpose, vest exclusively in Fleetshield.

**17.3**

The Client is obliged, if necessary immediately on request of Fleetshield, to cooperate in the assignment to Fleetshield of the rights referred to in paragraph 2. After the completion of the assignment/order, the Client hands over all information and items referred to in paragraph 2 to Fleetshield.

**Article 18 Applicable law and disputes****18.1**

Dutch law applies to all Agreements that are entered into by Fleetshield.

**18.2**

All disputes, including those that are regarded as a dispute by only one of the parties, arising from or relating to the Agreement to which these terms and conditions apply, the terms and conditions themselves, and their interpretation or implementation, are to be settled by the competent court in Utrecht, in so far as this is permitted by statutory provisions.