

General sales, delivery and payment terms and conditions of Coulisse B.V.

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Article 1 Applicability

1. These General Terms and Conditions shall apply to all offers made, quotes issued, orders accepted and agreements concluded by Coulisse B.V. (hereinafter to be referred to as: "Coulisse"), including: performing repair and maintenance work, furnishing advice and engaging auxiliary persons and third parties.
2. Insofar as not otherwise expressly agreed in writing by Coulisse and the Customer (hereinafter to be referred to jointly as: "the Parties"), any general terms and conditions of the Customer shall not apply, not even in addition to these General Terms and Conditions. Deviations from Coulisse's General Terms and Conditions may only occur in writing. Such a deviation shall only be valid with respect to the agreement in connection with which it has been agreed on.
3. Coulisse reserves the right to modify these General Terms and Conditions with immediate effect. These modifications shall only apply to future offers, quotes, agreements and the like, and written notice of them shall be provided to the Customer.

Article 2 Offer/Quote

1. Unless otherwise agreed in writing, all offers/quotes by Coulisse shall be without obligation, and the quality standards, designs, measurements, colours and other statements accompanying the offer/quote shall only be approximations.
2. Coulisse has three types of divisions through which its products are sold and/or services are provided: "Parts", "DIY" and "DTCH". "Parts" sells – and provides services in relation to – parts and fabrics for window decorations. "DIY" sells window decorations and fabrics in standard sizes. "DTCH" (own brand) supplies creative, accessible tailored interior concepts in the field of window decorations.
3. All information, such as prices and specifications, included in Coulisse's documentation, printed materials and brochures shall be without obligation and subject to change. Subject to the provisions in the first sentence of this paragraph, Coulisse's offer/quote shall be deemed to completely and correctly reflect the content of the agreement to be concluded.

Article 3 Agreement, order confirmation, and joint and several liability

1. An agreement shall be deemed to have been formed at the time Coulisse sends its order confirmation to the Customer. Coulisse shall not execute the order until it has received the agreed security referred to in Article 4.3 of these General Terms and Conditions and a copy of the order confirmation signed for approval sent back by the Customer.
2. Oral promises by and/or supplemental or other agreements with employees, auxiliary persons and/or third parties of Coulisse shall not be binding on Coulisse until and only to the extent that they have been accepted by Coulisse's Managing Director(s) with representational authority in a manner described in the first paragraph of this Article.
3. If the agreement is entered into with at least two (2) or more Customers, each of them shall be jointly and severally liable for full performance. If another party guarantees performance, it must also co-sign the order confirmation for approval.

Article 4 Prices, security and credit insurance

1. Unless otherwise agreed in writing by the Parties, all prices, rates and/or amounts mentioned by Coulisse shall be exclusive of turnover tax (VAT) and/or other government-imposed levies, as well as exclusive of

transport and/or shipment costs. All prices, rates and/or amounts mentioned by Coulisse shall be stated in euros (EUR) or American dollars (USD).

2. If, after the agreement is concluded but before it is executed in whole or in part, one or more factors determining the price increase, Coulisse – unless otherwise agreed in writing – shall be entitled to adjust the amount of the price stipulated for the agreement (hereinafter to be referred to as: "the Principal") accordingly.
3. Before executing the agreement or continuing to perform it, Coulisse shall always be entitled to demand security for the performance of the Customer's payment and other obligations in the form of a deposit or bank guarantee which is adequate in Coulisse's judgment, even if this means that delivery and/or other time periods are exceeded. If the Customer does not furnish the security demanded, Coulisse shall be entitled to rescind the agreement in whole or in part without a further notice of default and without judicial intervention, and without prejudice to Coulisse's right to compensation for all resulting direct and/or indirect damage which it suffers. Coulisse shall not be liable for the damage which the Customer suffers or will suffer because of this.
4. Rescission based on the provisions in this Article shall not discharge the Customer from its obligations to pay for the work performed and/or objects and/or services provided up to the rescission date (hereinafter to be referred to as: "the Items").

Article 5 Delivery period/Time of delivery

1. The delivery period stated by Coulisse or the time of delivery stated by Coulisse shall be approximations and shall not be a strict deadline. In the event of untimely delivery, Coulisse must receive a written notice of default from the Customer within five (5) working days after the agreed delivery date, after which Coulisse shall be given an opportunity by the Customer to still provide the Items to the Customer within a reasonable period after the notice of default, without Coulisse's being obliged to pay the Customer compensation.
2. The delivery period shall not commence until receipt of the order confirmation and Coulisse is in possession of all objects, specifications, instructions, information and documents to be furnished by the Customer, as well as the time at which any agreed security referred to in Article 4.3 of these General Terms and Conditions is in Coulisse's possession.
3. If a time period for taking possession has not been agreed on, Coulisse shall be entitled to invoice the Principal if and once the Items have not been taken possession of by the Customer within fourteen (14) days after Coulisse has requested this in writing.

Article 6 Applicability of Incoterms 2000

1. The provisions of the Incoterms 2000 shall apply to the Items, unless the Parties agree otherwise in writing. Prior to the agreement to be concluded or at the time it is concluded, the Parties shall record in writing which "term" and/or business condition of the Incoterms 2000 shall apply to the Items.
2. Insofar as the Parties, as referred to in paragraph 1 of this Article:
 - state that the provisions of the Incoterms 2000 shall not apply to the Items or
 - have not agreed, prior to the agreement to be concluded or at the time it is concluded, which "term" and/or business condition of the Incoterms 2000 shall apply to the Items, the provisions of these General Terms and Conditions shall apply.
3. If Coulisse and/or the Customer do not have any obligation under the agreed "term" and/or business

condition of the Incoterms 2000, the provisions of these General Terms and Conditions shall supplement the agreed Incoterm.

Article 7 Providing the Items and transfer of risk

1. Unless agreed otherwise in writing, delivery shall occur ex works, at the time that the Items are ready for shipment at Coulisse's business premises or at another agreed location and the Customer has been notified, or when the Items have been provided by Coulisse and/or auxiliary persons and/or third parties engaged by it.
2. With respect to the import and/or export of the Items to be provided, the Customer shall be responsible for acting in accordance with the insurance and import and/or export provisions applicable to provision of the Items. If import and export duties are levied on the Items, these shall be paid by the Customer, unless the Parties agree otherwise in writing.
3. If the Parties have agreed that Coulisse shall be responsible for transporting the Items, delivery shall occur at the time the Items are presented for delivery not unloaded and in actual fact at the agreed destination.
4. The Customer must ensure that Coulisse can reach the destination where the Items must be delivered through a well-paved, public road, without damage occurring to the transport vehicle of Coulisse or the auxiliary persons and/or third parties engaged by it.
5. The Customer must take possession of the Items at the agreed location and agreed time of delivery or within the stated delivery period. All additional or other costs arising for Coulisse as a result of the Customer's not or not timely taking possession of the Items shall be paid by the Customer. Coulisse shall then be entitled, but not required, to store the Items at the Customer's expense and risk.
6. The risk for the items delivered shall always pass to the Customer at the time of delivery referred to in paragraph 1 or 3 of this Article.
7. Coulisse may deliver the Items in consignments and invoice these deliveries separately.

Article 8 Packaging, shipment and internal or other transport

1. Coulisse shall determine the manner of packaging and shipment, with the costs and risk to be borne by the Customer, unless otherwise agreed. If the Customer desires a special manner of packaging and/or shipment, the related additional costs shall be paid by the Customer.
2. As a rule, Coulisse shall not take the packaging back.

Article 9 The Customer's duty to inspect

1. The Customer shall inspect the Items delivered immediately after delivery as referred to in Article 7 of these General Terms and Conditions. The Customer shall check both the number and quality of the Items delivered. If the Customer discovers defects or flaws in and/or damage to the Items during this inspection/check, it shall report this in detail and in writing to Coulisse immediately, but in any event no later than five (5) working days after delivery as referred to in Article 7 of these General Terms and Conditions. In deviation from the foregoing, in the case of DIY products packed in outer boxes, the Customer is obliged to inspect/check the Item as soon as it is removed from the outer box. In such situations the Customer's right to lodge complaints concerning both the number and quality of the supplied Items will in any case expire no later than six (6) months after delivery as referred to in Article 7 of these General Terms and Conditions.
2. In acknowledgement of receipt, the Customer shall sign the form intended for this purpose presented by or on behalf of Coulisse. The Customer shall mention on the aforementioned form all immediately visible damage,

including damage to the packaging.

3. If the provisions in paragraphs 1 and 2 of this Article are not complied with, the Customer shall be deemed to have received the items delivered in perfect and sound condition, and any right of the Customer to claim that the Items are not fit for their purpose shall be extinguished.

Article 10 Return shipments

Return shipments shall only be accepted by Coulisse in consultation, in the condition received by the Customer, preferably in the original packaging, but in any case packaged properly and with a statement of reasons. Return shipments shall occur at the Customer's risk. Receipt of the return shipments shall not in any event imply that Coulisse acknowledges the reason given by the Customer for the return shipments.

Article 11 Deviations

1. Minor deviations in quality, colour, finish, hardness, thickness, weight, measurements, state of the symmetrical watermark, quantities and the like shall not provide cause for the Customer to reject the Items.
2. In the determination whether the content of the Items delivered deviates beyond the permissible limits, an average must be taken from the entire content of the items delivered; the entire content of the items delivered cannot be rejected based on a few deviating samples.

Article 12 Retention of title/pledge

1. The title to the Items delivered by Coulisse to the Customer shall not pass to the Customer until everything owed by the Customer to Coulisse, under any agreement whatsoever, however termed and including interest and costs, has been paid to Coulisse in full.
2. The Customer may not re-deliver, sell, encumber or pledge Items which are still unpaid, create any restrictive right on these or otherwise dispose of these contrary to the retention of title.
3. If Coulisse's right of ownership is lost through conversion, accession or merger, the Customer shall create a non-possessory pledge for Coulisse's benefit on the newly created or newly arising object.
4. The costs related to Coulisse's exercising its retention of title shall be charged by Coulisse to the Customer and shall be owed by the Customer.
5. The Customer shall acquire ownership of the Items delivered by Coulisse subject to a pledge for Coulisse's benefit regarding everything which the Customer owes Coulisse or shall owe it in the future.

Article 13 Payment

1. Unless otherwise agreed by the Parties in writing, the Customer shall pay every invoice sent by Coulisse within thirty (30) calendar days after the invoice date, without any deduction or discount. The Customer shall expressly not have the right to set off any claims against Coulisse.
2. Payment of invoices sent by Coulisse shall be made to Coulisse in the bank account indicated by it. Payment, however termed, to Coulisse's employees shall not be permissible, shall not result in a discharge vis-à-vis Coulisse and may never constitute a ground for payment or set-off of a debt.
3. The Customer shall be deemed to agree to the invoice, unless it reports this to Coulisse in detail and in writing within 10 (ten) working days. Any complaint shall not discharge the Customer from its payment obligation.
4. In the event of non-payment, non-timely payment or incomplete payment of the amount owed by it, the Customer shall be in default by operation of law as from the due date of the invoice concerned and shall owe interest of one percent (1%) per calendar month, with a

portion of a month being considered a full month, on the outstanding gross debit or invoice amount. The interest shall be immediately due and payable without any further notice of default.

5. Coulisse's entire claim, however arising, including that portion not collected yet or not invoiced yet, shall be immediately due and payable in full:
 - if the Customer does not pay the amounts owed on time;
 - if the Customer files a winding-up petition, a petition for the Customer's liquidation is filed or if the Customer is put into liquidation, the Customer requests or obtains a suspension of payments, the statutory debt rescheduling scheme (Debt Rescheduling (Natural Persons) Act) is declared applicable to it or application thereof is requested;
 - if the Customer loses its legal personality, or is dissolved or wound up;
 - if and once any attachment is made against the Customer.
6. All costs arising because of or in relation to extrajudicial or court collection of Coulisse's claim shall be paid by the Customer. These extrajudicial costs shall amount to fifteen percent (15%) of the gross or other amount to be collected, with a minimum of one hundred euros (EUR 100) per claim to be collected.
7. Payments made by the Customer shall always be applied first to all interest and costs owed as referred to in paragraphs 4 and 6 of this Article, and secondly to the due and payable claims which have been outstanding the longest, even if the Customer states that the payment relates to a claim of a later date.

Article 14 Warranty and repairs

1. Unless the Parties have agreed otherwise in writing, Coulisse will provide a one (1) year manufacturer's warranty when the Items supplied are DIY products and a three (3) year manufacturer's warranty when the Items supplied are parts. If the Item consists of motors or associated accessories (such as a remote control device) for the operation of window decorations (hereinafter: the Motors) then a manufacturer's warranty of three (3) years will also apply, unless the Parties have agreed otherwise in writing. The warranty period will commence on the date of delivery within the meaning of Article 7 of these General Terms and Conditions, which means that the Item will be free of any defects during the period in question, given normal use.
2. Insofar as the Items or parts thereof have been procured by Coulisse from third parties, or if work has been performed by third parties, only the warranty from the third parties concerned shall apply.
3. If the Item consists of DTCH products, then in deviation from the period specified in paragraph 1 of this Article, Coulisse will provide a manufacturer's warranty of five (5) years as of the date of delivery as referred to in Article 7 of these General Terms and Conditions.
4. Any complaints under the warranty must be submitted in writing by the Customer to Coulisse within fourteen (14) calendar days after the time the defect, flaw and/or damage is discovered or reasonably should have been discovered. The warranty shall only apply if the Customer has fulfilled all its obligations vis-à-vis Coulisse (both financial and otherwise, and under any agreement whatsoever). The warranty shall not cover minor defects in quality, colour, hardness, finish, measurements, workmanship or the like which are deemed permissible in the market or are technically unavoidable.
5. Within fourteen (14) calendar days after the written notification referred to in paragraph 4 of this Article, the Customer shall submit the Item in question to Coulisse for inspection by returning it (or parts thereof).
6. Coulisse's warranty obligations shall remain, at the

exclusive discretion of Coulisse, limited to repairing or replacing, within a reasonable period, the Items (or portion concerned) free of charge or refunding the Principal for the Items (or portion concerned), insofar as this has been paid to Coulisse, taking into account the period of use for the Items (or portion concerned) which has already lapsed. If the Item consists of motors, Coulisse will refund only the Principal.

7. The Item replaced by or on behalf of Coulisse shall be the property of the latter and shall, upon request, be returned by the Customer to Coulisse at the expense of the latter. The least expensive form of transportation shall always be selected, in consultation with Coulisse.
8. Work and costs on account of investigation or repair relating to or arising from improper use of the Items shall not be part of Coulisse's obligations, shall fall outside the warranty and shall be charged to the Customer separately at the rates applicable at the time the work is performed by Coulisse or the auxiliary persons and/or third parties engaged by it.
9. Coulisse's warranty obligations will be invalidated if the Customer has not used, applied or fitted the Item in accordance with the supplied manual, or has used, applied, fitted or stored the Item in a manner that is incorrect or is otherwise at odds with normal usage. Coulisse's warranty obligations will also be invalidated if the Item has been used, applied, fitted or stored in conditions that were excessively damp or under extreme temperatures. If the Item consists of motors, as referred to in paragraph 3 of this Article, the warranty obligations will also be invalidated if the warranty seal has been broken or the motors have been turned on.
10. If, following inspection, it transpires that this warranty has been invoked unjustly, the resulting transportation, inspection or repair costs incurred by Coulisse will be charged to the Customer.

Article 15 Liability of and indemnification by the Customer

1. If the Customer does not, does not timely or does not completely fulfil one or more of its obligations ensuing from the law, the agreement and/or these General Terms and Conditions, the Customer must always compensate Coulisse for all direct and indirect damage which Coulisse suffers as a result, without any notice of default being necessary. This provision shall not affect Coulisse's right to institute other claims (for example, for specific performance) against the Customer and/or take other legal measures (for example, rescission). "Indirect damage" shall mean: lost profits and/or income, incurring production or other losses, the costs of or related to stoppages or delays, penalties/fines and losing discounts and/or payments from third parties, all of this in the broadest sense of the word.
2. The Customer shall be liable vis-à-vis Coulisse for all direct and indirect damage caused to Coulisse (or its employees) or to others besides the Parties, or the property of Coulisse or others besides the Parties (or their employees), which damage is caused by the Customer (or its employees), by others besides the Parties that are engaged by the Customer and/or materials used by it or relating to this, or which damage results from or relates to an unsafe situation in the Customer's organisation.
3. The Customer shall indemnify Coulisse against all claims by others besides the Parties arising from:
 - the infringement of intellectual property rights, including: patent rights, trademark rights, design rights and copyrights to the Items, designs, licences, as well as knowhow and information;
 - the actions of the Customer or its subordinates, or other persons employed by or on behalf of the Customer.

Article 16 Coulisse's liability

1. Coulisse shall only be liable for direct damage (to persons and/or property) suffered by the Customer, which direct damage (to persons and/or property) is directly and solely the result of a breach by Coulisse, on the understanding that only that direct damage (to persons and/or property) for which Coulisse may claim a benefit under the insurance taken out by it shall be eligible for compensation. The following limitations shall also apply:
 - indirect damage, arising from any cause whatsoever, shall never be compensated;
 - direct and/or indirect damage arising through deliberate acts/omissions or gross negligence by the auxiliary persons or third parties engaged by Coulisse shall never be compensated;
 - the direct damage (to persons and/or property) to be compensated by Coulisse shall never exceed the amount of the Principal for the delivery concerned which has been invoiced and actually paid.
2. For any right to compensation to arise, the Customer must, after the defects, flaws and/or damage arise, always report this to Coulisse in detail by registered letter, insofar as possible, preceded by an email or a fax, as soon as reasonably possible, and in any event within fourteen (14) working days after the defect, flaw and/or damage occurs, and the Customer must do everything which may reasonably be expected of it to limit its damage.

Article 17 Force majeure and Coulisse's right to suspend performance

1. "Force majeure" shall mean: a failure to perform on Coulisse's part which is not its fault nor for which it should otherwise be held responsible and which results in performance of the agreement being impeded temporarily or permanently, as well as, insofar as not already included under this, measures, laws or decisions of international, national or regional government or other agencies, wars (or threats of war), embargoes, riots, employee strikes, employee lock-outs, manufacturing and transport problems, fires, lightning strikes, natural disasters, water damage, power breakdowns, breakdowns in telecommunication and other communication lines, and other serious disruptions in Coulisse's or its suppliers' businesses.
2. If it is clear that the force majeure situation at Coulisse or one of the third parties engaged by it will last three (3) months or longer, each of the Parties shall be entitled to terminate the agreement early, without observing any notice period. "Termination" within the meaning of this Article shall occur by registered letter with return with signature.
3. A situation of force majeure for Coulisse or one or more of the auxiliary persons, third parties or suppliers engaged by Coulisse shall suspend its obligations under the agreement for as long as the situation lasts. This force majeure situation shall not suspend the Customer's obligations under the agreement.
4. Coulisse shall not accept any liability for and shall therefore not be obliged to compensate direct and/or indirect damage, costs and/or losses by or at the Customer and/or third parties, which direct and/or indirect damage is caused by or relates in any way to the force majeure situation for Coulisse or one of the auxiliary persons, third parties or suppliers engaged by it.

Article 18 Rescission of agreement

1. The Customer shall be in default by operation of law if it:
 - breaches any obligation under the agreement and/or these General Terms and Conditions;

- is put into liquidation, files a winding-up petition or a petition for its liquidation is filed, requests or obtains a suspension of payments or a statutory debt rescheduling scheme (Debt Rescheduling (Natural Persons) Act), or the statutory debt rescheduling scheme (Debt Rescheduling (Natural Persons) Act) is declared applicable to it or application thereof is requested, or transfers its business operations or control of its business, loses its legal personality, or is dissolved or wound up.
2. In the situation referred to in paragraph 1, Coulisse shall be entitled to terminate the agreement in whole or in part unilaterally, without a notice of default or judicial intervention, and without Coulisse being obliged to pay any compensation and without prejudice to Coulisse's other rights, including the right to full compensation of all its direct and/or indirect damage. Rescission of the agreement within the meaning of this Article shall occur by registered letter with return with signature, insofar as possible, preceded by a fax.
 3. If the Customer has died, been placed under guardianship or has ceased to reside in the country where the Customer lives or is based, Coulisse shall also have the rights stated in the previous paragraph of this Article.
 4. If, at the time of rescission referred to in this Article, the Customer has already received the Items as part of execution of the agreement, these Items and the related payment obligation(s) shall not be cancelled. Amounts which Coulisse has invoiced before rescission in connection with performance and/or deliveries already provided in execution of the agreement shall continue to be owed in full and shall be immediately due and payable at the time of rescission.

Article 19 Interpretation

1. Coulisse may invoke these General Terms and Conditions on any account whatsoever and regardless of by whomever it is held liable.
2. If one or more provisions of the agreement or these General Terms and Conditions turn out not to be or no longer to be legally valid, the other provisions of the agreement and these General Terms and Conditions shall remain in effect. The provisions which are not or no longer legally valid shall be replaced with provisions which are as consistent as possible with the tenor of the provisions to be replaced.
3. In the event of a conflict with non-mandatory provisions under statutes and/or treaties, the content of these General Terms and Conditions shall prevail.
4. These General Terms and Conditions have been translated into German, Spanish and English. If there is a conflict between the provisions or interpretation of the General Terms and Conditions written in Dutch and the General Terms and Conditions translated into German, Spanish and English, the Dutch text shall be the point of departure and as such shall prevail over the General Terms and Conditions translated into German, Spanish and English.
5. The fact that Coulisse does not demand strict compliance with these General Terms and Conditions in all circumstances shall not in any way imply that Coulisse is waiving the right to demand strict compliance in any case.

Article 20 Applicable law and disputes

1. These General Terms and Conditions and all offers/quotes, orders and agreements to which they apply shall be governed by Dutch law. The Vienna Sales Convention 1980 (CISG) and the Uniform Law on the International Sale of Goods (Act of 15 December 1971, Bulletin of Acts and Decrees 780) shall not apply between the Parties.

- All disputes arising in connection with the offer/quote, order and/or agreement or a later agreement to which these General Terms and Conditions apply shall exclusively be settled by the competent court in the district where Coulisse's registered office is located. In deviation from the provisions in the previous sentence, Coulisse shall be entitled to bring a dispute before the court with jurisdiction under the law or an applicable international treaty.

APPENDIX:

Article 21 Intellectual property rights

- All intellectual property rights, including patent rights, trademark rights, design rights and copyrights, to the Items, designs, know-how, information and the like shall be held solely by Coulisse or its licensor(s). The Customer shall only obtain the rights of use and rights granted by these General Terms and Conditions or in the agreement. Insofar as the licences of Coulisse's licensor(s) result in restrictions for the Customer, Coulisse shall inform the Customer.
- If the Customer instructs Coulisse to copy or reproduce an object protected by any intellectual property right, the Customer hereby states that the aforementioned rights of others besides the Parties shall not be infringed. The Customer shall indemnify Coulisse in and out of court for all consequences, including claims of others besides the Parties, both financial and otherwise, ensuing from the copying or reproduction.
- The Customer is aware that the know-how provided by Coulisse shall include confidential information and trade secrets of Coulisse or its licensor(s). Subject to the provisions in Article 22 of these General Terms and Conditions, the Customer hereby undertakes to keep this know-how secret, not to disclose or provide use of this to others besides the Parties and only to use this for the purpose for which it has been provided to the Customer. In this connection, "others besides the Parties" shall include all persons working in the Customer's organisation who do not necessarily have to use the know-how.
- The Customer may not remove or alter any intellectual property designation – in the broadest sense of the word – from the know-how, including designations concerning the know-how's confidential nature and confidentiality.
- If the Customer does not comply with the provisions in paragraphs 3 and 4 of this Article, the Customer shall forfeit an immediately due and payable penalty of at least ten thousand euros (EUR 10,000) per violation, without prejudice to Coulisse's other rights, including the right to full compensation and/or specific performance.
- If the Customer is faced with demands or claims based on the allegation that knowhow developed by Coulisse itself infringes an applicable intellectual property right of someone other than the Parties, the Customer must immediately inform Coulisse in detail and in writing about the existence and substance of the demand or claim, failing which any liability on Coulisse's part vis-à-vis the Customer shall be extinguished in this regard. It shall be up to Coulisse alone whether it shall resolve the matter itself, including by entering into any settlement agreements, or whether it shall let the Customer do this. In the latter case, Coulisse shall provide support to the Customer where possible, in order to defend itself against the demand or claim. All costs which reasonably must be incurred to take care of the existing problem properly shall be paid by Coulisse if Coulisse decides to resolve the matter itself. If Coulisse lets the Customer resolve the matter, the aforementioned costs shall be paid by the Customer. If Coulisse decides

to resolve the demand or claim itself, the Customer shall furnish Coulisse with the necessary authorisations and information in that regard, and the Customer shall otherwise fully cooperate as well, so that Coulisse can defend itself, if necessary, in the Customer's name, against this/these demand(s) or claim(s).

- If it has been irrevocably established at law that the know-how developed by Coulisse itself infringes any intellectual property right belonging to a third party, or, if, in Coulisse's judgment, there is a good chance that such an infringement will occur, Coulisse shall take the Items delivered back from the Customer with a credit for the acquisition costs and deduction of a reasonable use payment, or Coulisse shall ensure that the Customer may continue to use the Items delivered or a functionally equivalent other object without interference, all of this at Coulisse's discretion. The Customer must then give up the Items delivered, without Coulisse being obliged to compensate the ensuing damage for the Customer.
- The provisions referred to in paragraphs 5 and 6 shall not apply if and insofar as the infringement concerned relates to changes which the Customer has made to the knowhow or has had others besides the Parties make to the know-how.
- Any liability of Coulisse because of infringement of the intellectual property rights of others besides the Parties which deviates from the previous paragraphs shall be excluded. This shall include Coulisse's liability for infringements caused:
 - by use of products not delivered by Coulisse;
 - in another manner than for which the products were developed or intended.

Article 22 Information carriers, designs, drawings and means of production

- "Know-how" shall mean: all materials developed or furnished pursuant to the agreement, such as programs, documentation, analyses, designs, models, drawings, diagrams, work instructions, digital files, photographic shots, lithos, small-size and large-size montages, calculations, descriptions, drafts, reports, equipment and other materials, as well as preparatory materials for this, in whatever form, which have been developed by Coulisse in preparing for and/or executing the agreement and which have been provided to the Customer.
- "Information carriers" shall mean: means of production, such as forms, optical data carriers, magnetic tapes and discs, as well as other objects on which data has been or can be recorded.
- Subject to the provisions in Article 21 of these General Terms and Conditions, Coulisse shall continue to own and/or hold the rights to the information carriers produced by, at the instruction of or on behalf of Coulisse, whether or not in cooperation with the Customer and/or third parties, which are furnished to the Customer or used solely in connection with execution of the agreement, including: written documents, sound, visual and/or other materials, videotapes, CD-ROMs, DVDs, know-how and information, such as, for example, but not limited to, specifications, data, instructions, inspection requirements, explanations, alterations, supplements and materials, including drafts, copies, reproductions and reject copy and the like, even if the Customer pays a fee for the development and/or acquisition of these.
- Coulisse shall be entitled to use the goods referred to in paragraph 3 to execute other agreements besides those between the Parties.
- Unless the Parties otherwise agree in writing, the goods referred to in paragraph 1 must be given or returned to Coulisse immediately after execution of the agreement.
- The Customer hereby warrants that, except for purposes

of execution of the agreement, the goods referred to in paragraph 3 of this Article shall only be copied, reproduced and displayed to others, disclosed or otherwise used, or modified and/or supplemented with Coulisse's prior written permission.

7. The Customer may solely and only use the know-how and information referred to in this Article in connection with the agreement concluded with Coulisse.
8. The Customer may not assemble, disassemble, adjust or otherwise change the know-how and information referred to in this Article for its own benefit without Coulisse's prior written permission.
9. If the Customer does not comply with the provisions in paragraphs 5 through 8 of this Article, the Customer shall forfeit an immediately due and payable penalty of at least ten thousand euros (EUR 10,000) per violation, without prejudice to Coulisse's other rights, including the right to full compensation and/or specific performance.
10. The Customer shall indemnify Coulisse against all claims by others besides the Parties ensuing from the know-how and information referred to in this Article.
11. Unless otherwise agreed in writing by the Parties, Coulisse shall not be obliged to save the information carriers with know-how and information referred to in this Article for the Customer's benefit. If the Parties agree that Coulisse shall save the information carriers, this shall occur for a period of at most one (1) year, without Coulisse guaranteeing suitability for repeated use and it being liable for the damage which the Customer suffers or will suffer if repeated use is not or no longer possible.

Article 23 The Customer's licences

1. The Customer hereby warrants that all specifications, data, instructions, inspection requirements, explanations, alterations, supplements, directions and materials furnished by it to Coulisse to execute the agreement shall be correct and complete. If it has been agreed that the Customer shall furnish programs, software, materials or data on information carriers, these must comply with the specifications, data, instructions, inspection requirements, explanations, alterations, supplements, directions and materials necessary to perform the work.
2. The Customer hereby warrants that it owns, or at least temporarily or permanently possesses, all necessary licences and/or permits for all materials, data, programs and/or software furnished by the Customer to Coulisse.
3. If the Customer does not or does not fully comply with the provisions in paragraphs 1 and 2 of this Article, Coulisse shall not be liable for the consequences this has for the performance of Coulisse's obligations, insofar as those consequences were caused by a breach by the Customer of the provisions in paragraphs 1 and 2 of this Article.
4. Subject to the provisions in the previous paragraph, Coulisse reserves the right to terminate the agreement and demand the Items delivered with immediate effect and without prior notice, including the other rights which Coulisse has, such as the right to full compensation and/or rescission.

Article 24 Confidentiality

1. The Parties hereby mutually warrant that all confidential information exchanged as part of the agreement (including when it was entered into) shall remain secret, in particular with regard to designs, know-how, documentation, photographs, drawings, visual and sound recordings, and the like. "Information" as referred to in the previous sentence of this paragraph shall in any event be considered confidential if it has been designated as such by one of the Parties.
2. The Customer may not, without Coulisse's prior written

permission, display, disclose, copy, reproduce or distribute texts and/or images, including, for example, but not limited to, drafts, know-how, documentation, photographs, drawings, and visual and sound recordings as referred to in paragraph 1 of this Article, to or for others besides the Parties, or cooperate in publications or otherwise utilise these.

3. If the Customer does not comply with the provisions in paragraphs 1 and 2 of this Article, the Customer shall forfeit an immediately due and payable penalty of at least ten thousand euros (EUR 10,000) per violation, without prejudice to Coulisse's other rights, including the right to full compensation and/or specific performance.

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