

3.9 Refund of Purchase Price, Shipment Costs and Costs of Return Shipment

If for any reason the Agreement has not come about or has been dissolved, Functionals shall see to it-if you have paid in advance-that you shall be reimbursed the paid purchase price. This repayment will in any case take place within thirty (30) days. The shipment costs will not be refunded to you, except in the following two cases: First, you have refused the products because the delivery of period of 30 days has been exceeded; Second, if the products are defective at the time of their receipt.

3.10 Force Majeure

Notwithstanding the other rights accruing to Functionals, in case of force majeure Functionals shall have the right at its own discretion either to suspend the execution of an order or to dissolve the agreement without interference of the courts. Functionals will inform you thereof in writing, freeing it from being required to pay any damages. There is also a force majeure situation in case of stagnation of deliveries to Functionals by suppliers of Functionals, and in case of strikes among the staff of Functionals.

3.11 Guarantee

Functionals guarantees the soundness of the delivered products for up to 24 months. If it appears that the delivered products are defective, they must be sent back to Functionals with their postage paid. After that, Functionals can decide whether to:

- repair the products;
- replace the products; or
- refund to you the price paid for the products.

In all of the aforesaid cases Functionals has choose the option of repairing any defects. You can only make a claim under the guarantee after you have performed all of your obligations towards Functionals.

3.12 Intellectual and Industrial Property Rights

You must fully and unconditionally respect the intellectual property rights relevant to he products delivered by Functionals.

3.13 Exclusion of Liability

Functionals shall be liable for any damage suffered by you that is the direct and exclusive consequence of a failure in performance that is attributable to Functionals. However, the damage that qualifies for compensation are situation for which Functionals is insured or should reasonably have been insured.

The following losses do not qualify for compensation:

trading loss and consequential loss, including for example stagnation damage and loss of profits;
 damage caused by intent or deliberate recklessness of auxiliary persons;
 damage caused by excess of the delivery period.

You shall indemnify Functionals against any claims of third parties under product liability resulting from any defect in a product that has been delivered by you to a third party and that (inter alia) consisted of products delivered by Functionals. Functionals shall not be liable for any faulty or delayed sending of order information and notifications as a result of you using the Internet or any other means of communication in the contacts between you and Functionals, or between Functionals and third parties, if this concerns the relationship between you and Functionals.

3.14 Governing Law

Any agreements concluded between you and Functionals shall be governed exclusively by Dutch law, and the applicability of the Vienna Sales Convention is expressly excluded. All disputes between the parties will exclusively be submitted for settlement to the competent courts in the Netherlands.