

**General Terms and Conditions of the Maxgreenwall and related products of
SG Products BV**

Article 1. Definitions

- 1.1. In these General Terms and Conditions, the following terms written with an initial capital letter are used in the following sense, unless explicitly stated otherwise or if the context indicates otherwise:
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|-----------------|---|
| Business: | The legal entity or natural person acting in the exercise of its/his/her profession or Business; |
| Consumer: | The natural person not acting in the exercise of his/her profession or Business; |
| Customer: | The legal entity or natural person entering into or wishing to enter into a Contract with SG Products; |
| Location: | The Location where SG Products has assembly work carried out on behalf of the Customer; |
| Contract: | The Contract between SG Products BV and the Customer; |
| Product: | A Product offered and sold by SG Products BV, such as the Maxgreenwall and accompanying accessories and plants; |
| In Writing: | In Writing or by e-mail; |
| SG Products BV: | The company using these General Terms and Conditions: SG Products BV, having its registered office at Defensieweg 1 in Odijk, the Netherlands, registered in the Trade Register of the Chamber of Commerce under Chamber of Commerce number 30182965; |
| Website: | The website [link] operated by SG Products BV on which the Products are offered and can be ordered. |
- 1.2. Unless otherwise required by the context, defined terms in the singular also refer to the plural.

Article 2. General

- 2.1. These General Terms and Conditions apply to every offer made by SG Products BV and to all Contracts between SG Products BV and the Customer.
- 2.2. If these General Terms and Conditions have applied once to a legal relationship between SG Products BV and the Customer, the Customer shall be deemed to have agreed in advance to the applicability of these General Terms and Conditions to Contracts subsequently concluded and to be concluded.
- 2.3. Deviations from these General Terms and Conditions are only valid if they have been expressly agreed In Writing with SG Products BV.
- 2.4. If the Customer is a Business, the applicability of any purchase or other terms and conditions is expressly rejected.
- 2.5. If one or more of the provisions in these General Terms and Conditions are invalid or may be annulled, the other provisions of these General Terms and Conditions shall remain applicable in full. The invalid or annulled provisions shall be replaced by SG Products BV, taking into account the purpose and tenor of the original provision or provisions as much as possible.
- 2.6. If SG Products BV does not always demand strict compliance with these General Terms and Conditions, this does not mean that the provisions thereof do not apply or that SG Products BV would lose the right to demand strict compliance with the provisions of these General Terms and Conditions in other cases.

- 2.7. SG Products BV is entitled to amend these General Terms and Conditions. The version of the General Terms and Conditions applicable at the time the Contract was concluded shall always apply.

Article 3. Offer

- 3.1. Every offer made by SG Products BV is without obligation.
- 3.2. The Customer guarantees the correctness and completeness of the requirements and specifications the Customer provides to SG Products BV and other data on which SG Products BV bases its quotation. If it appears that the requirements and/or specifications and/or other data provided by the Customer are incorrect or incomplete, this may lead to extra costs which shall be charged to the Customer.
- 3.3. Obvious mistakes or errors, such as typographical errors in e-mail messages, quotations or on the Website, do not bind SG Products BV.
- 3.4. The prices and rates stated do not automatically apply to future Contracts.
- 3.5. The product range of SG Products BV can be changed at any time.

Article 4. Images

- 4.1. The images, details, etc. of the Products offered on the Website give a fair representation of the Products on offer.
- 4.2. Plants, within their genus, are not all the same. This means that a plant delivered will not look exactly the same as a plant of the same genus and size shown on the Website.

Article 5. Account

- 5.1. The Customer can create an account on the Website if the Customer is a dealer of SG Products BV.
- 5.2. If the Customer has created an account on the Website, SG Products BV sends the Customer a confirmation of this via e-mail.
- 5.3. The Customer is at all times responsible for the account of the Customer on the Website and the login details. The Customer must handle his/her login details with care. SG Products BV cannot be held liable if an unauthorised third party uses the login details of the Customer.
- 5.4. If the Customer notices that a third party is making unauthorised use of his/her account, the Customer must:
- a. Inform SG Products BV without delay;
 - b. Change of password
- 5.5. If the Customer has forgotten the password, the Customer can request a password reset via the Website. An e-mail is then sent to the Customer to enable the Customer to recover the password.
- 5.6. SG Products BV is not liable for the loss of the login details used by the Customer.
- 5.7. The Customer can view and amend the details of the Customer via the own account.

Article 6. Conditions of use

- 6.1. When using the Website, the Customer must act in accordance with what may be expected from a responsible and careful internet user.
- 6.2. The Customer is not allowed to circumvent or hack the security applications on the Website.

Article 7. Formation of the Contract

- 7.1. The Contract is concluded at the moment the Customer has:
- a. Successfully completed the ordering process via the Website;
 - b. Expressly agreed to the quotation of SG Products BV.
- 7.2. After the Contract has been concluded via the Website, SG Products BV will send the Customer a confirmation by e-mail. If the Customer has not received a confirmation by e-mail from SG Products BV, the Customer can contact SG Products BV to ask whether the order has been received in good order. If the Customer has not received a confirmation by e-mail from SG Products, the order is deemed not to have been received.
- 7.3. The order can only be placed via the Website after the Customer has clicked to indicate agreement with these General Terms and Conditions.

Article 8. Prices and transport costs

- 8.1. The prices for Consumers are displayed on the Website, including VAT.
- 8.2. The prices for Businesses are displayed on the Website, excluding VAT.

- 8.3. The prices quoted are in euros.
- 8.4. The prices stated for the Products do not include transport costs, any import duties and any assembly costs.
- 8.5. The amount of the transport costs shall be made known to the Customer before or at the time of the conclusion of the Contract.

Article 9. Cancellation by the Customer if it is a Business

- 9.1. If the Customer is a Business and it cancels the Contract, the Customer shall be charged a cancellation fee. The cancellation fee amounts to 70% of the price of the order or the part thereof that the Customer has cancelled.
- 9.2. Cancellations must be made In Writing.
- 9.3. If the Customer is a Business, it cannot invoke the right of withdrawal as described in Article 10.

Article 10. Right of withdrawal if the Customer is a Consumer

- 10.1. If the Customer is a Consumer, the provisions of this Article shall apply.
- 10.2. The Customer may withdraw from the Contract during a cooling-off period of up to 14 days, without giving reasons.
- 10.3. If the Customer wishes to make use of the right of withdrawal, the Customer must explicitly make this known to SG Products BV within 14 days of receipt of the entire order. The Customer can do this via the e-mail address sales@maxgreenwall.com. The Customer will receive a return form that can be used to cancel the Contract if so desired, but the Customer is not obliged to do so.
- 10.4. If the Customer is a Consumer, the right of withdrawal shall not apply to any plants ordered, pursuant to Article 6:230p(f)(2) of the Dutch Civil Code (Burgerlijk Wetboek).
- 10.5. If the Customer notifies SG Products BV electronically that it is exercising its right of withdrawal, SG Products BV shall send the Customer a confirmation of receipt of this notification.
- 10.6. The Customer may also, without first notifying SG Products BV that the Customer is invoking the right of withdrawal, return the Product to SG Products BV within the cooling-off period as described in Article 10.2. In such a case, the Customer must enclose the return form with the return shipment or another unequivocal statement indicating that the Customer is invoking the right of withdrawal.
- 10.7. During the cooling-off period, the Customer must handle the Product and its packaging with care. The Customer shall only unpack and use the Product to the extent necessary to determine the nature and features of the Product. The basic premise is that the Customer may only inspect the Product in the same manner as allowed in a shop.
- 10.8. The Customer shall be liable for any reduction in value of the Product resulting from a manner of handling the Product that goes beyond that permitted in Article 10.6.
- 10.9. If the Customer cancels the Contract in accordance with this Article, the transport costs associated with returning the Product shall be borne by the Customer. The amount of these transport costs shall be made known to the Customer before or at the time the Contract is concluded.
- 10.10. The Product must be returned to:

SG Products BV Defensieweg 1
3984 LR Odijk
The Netherlands
- 10.11. The return shipment is at the risk of the Customer. The Customer must prove that the Product was returned in good time.
- 10.12. The risk and the burden of proof of the proper and timely exercise of the right of withdrawal rests with the Customer at all times.
- 10.13. In the event of termination, as described in this Article, SG Products BV will refund the purchase price and the transport costs paid to return the order within 14 days of the Customer exercising the right of withdrawal, excluding any extra costs incurred as a result of the Customer opting for a method of delivery other than the cheapest standard delivery offered by SG Products BV.
- 10.14. SG Products BV may delay the repayment until SG Products BV has received the Product back from the Customer.

- 10.15. SG Products BV shall repay the Customer using the same means of payment that the Customer used for the original transaction, unless the Customer has expressly agreed to a different means of payment. No fees shall be charged for the refund.

Article 11. Invoicing and payment

- 11.1. The invoice is sent to the Customer by e-mail.
- 11.2. The following payment options can be offered via the Website:
- a. iDEAL;
 - b. Credit card.
- 11.3. If the Contract is not concluded via the Website, invoicing shall take place prior to delivery, unless delivery on account has been agreed.
- 11.4. If delivery on account is agreed, the Customer must pay the invoice within 14 days of the invoice date.
- 11.5. If the Customer does not pay on time, the Customer is immediately in default and will be charged statutory commercial interest. All judicial and extrajudicial collection costs incurred by SG Products BV in order to collect amounts owed by the Customer shall be at the expense of the Customer. If the Customer is a Business, the extrajudicial collection costs are set at 15% of the principal sum with a minimum of €100. If the Customer is a Consumer, the extrajudicial collection costs are determined in accordance with the Extrajudicial Collection Costs (Standards) Act (Wet normering buitengerechtelijke incassokosten).
- 11.6. In the event of the liquidation, bankruptcy, seizure or suspension of payments of the Customer, the claims that SG Products BV has on the Customer are immediately due and payable.
- 11.7. Every payment made by the Customer shall first serve to pay the interest due and subsequently the costs related to the collection. Only after these amounts have been paid will any payment made by the Customer serve to settle the outstanding principal sum.

Article 12. Execution of the Contract

- 12.1. SG Products BV will execute the Contract to the best of its knowledge and ability and in accordance with high standards.
- 12.2. SG Products BV is entitled, without notifying the Customer, to engage third parties for the execution of the Contract, to purchase goods from third parties, to purchase services from third parties and to have the Contract wholly or partially executed by third parties.

Article 13. Delivery

- 13.1. An order placed through the Website will be delivered to the delivery address provided by the Customer, provided that the delivery address meets the conditions stated in this Article.
- 13.2. If the Customer is a Business, the Customer can choose to have the order delivered by SG Products BV or to collect the order from SG Products BV.
- 13.3. SG Products BV engages a transport company to deliver the order.
- 13.4. SG Products BV will send the Customer the delivery information, including the day of delivery, by e-mail.
- 13.5. The delivery address must be easy to reach for an international truck.
- 13.6. The transport company does not provide a delivery upstairs service. The order will be delivered to the ground floor, unless Article 13.7 applies.
- 13.7. If the delivery address does not comply with the provisions of Article 13.5 or if the Customer or a third party engaged by the Customer is not present at the time of delivery of the order, all additional costs incurred as a result, such as waiting time, redelivery or storage costs, shall be charged to the Customer.

Article 14. Delivery period

- 14.1. An indication of a delivery period is always approximate. A stated delivery period may never be regarded as a deadline.
- 14.2. In the event that a delivery period agreed upon with the Customer is exceeded as a result of an event which is actually beyond the control of SG Products BV and cannot be attributed to its actions and/or omissions, as described in Article 22, this period shall be automatically extended by the period that it was exceeded as a result of such an event.
- 14.3. If the Customer is a Consumer, the Customer is entitled to terminate the Contract free of charge if SG Products BV does not deliver the order within 30 days of the conclusion of the Contract.

- 14.4. In the event of termination, in accordance with Article 14.3, SG Products BV shall refund the amount paid by the Customer as soon as possible, but no later than 14 days after termination.

Article 15. Risk transfer

- 15.1. If SG Products BV has the Product delivered to the Customer, the risk of the Product passes to the Customer at the moment the Product is delivered to the Customer.
- 15.2. If the Customer collects the Product from SG Products BV or has it collected, the risk of the Product passes to the Customer at the moment the Product has left the warehouse of SG Products BV.

Article 16. Assembly

- 16.1. The provisions of this Article shall apply if, when ordering the Product, the Customer has opted to have the Product assembled.
- 16.2. The assembly shall be carried out by the local partner of SG Products BV.
- 16.3. An appointment shall be made with the Customer for the assembly.
- 16.4. The Customer must ensure in a timely manner that:
- a. The Location is accessible and free of obstacles;
 - b. The local partner of SG Products BV has all the information about the Location that is relevant or could be relevant to the assembly;
 - c. The work can be carried out undisturbed at the Location.
- 16.5. If the Customer has not complied with the provisions of this Article and the local partner of SG Products BV must therefore incur extra costs, such as waiting time, SG Products BV is entitled to charge these extra costs to the Customer.

Article 17. Obligations of the Customer

- 17.1. The Customer shall ensure that all information which SG Products BV indicates to be necessary or which the Customer should reasonably understand to be necessary for the execution of the Contract, is provided in a timely manner to SG Products BV.
- 17.2. If the details provided by the Customer are incomplete and/or incorrect, this shall be entirely at the expense and risk of the Customer.
- 17.3. The Customer is obliged to inform SG Products BV immediately of facts and circumstances that may be important in connection with the execution of the Contract.
- 17.4. The Customer is responsible for the proper care of delivered plants.

Article 18. Reservation of ownership

- 18.1. All Products delivered and to be delivered remain exclusively owned by SG Products BV, until the Customer has paid all claims referred to in Article 3:92(2) of the Dutch Civil Code (Burgerlijk Wetboek) in full.
- 18.2. In the case of the delivery of identical, non-identifiable Products, the batch of Products corresponding to the oldest invoices shall be deemed to have been sold first. The reservation of ownership therefore always applies to all Products delivered which, at the time of invoking the reservation of ownership, are still in stock and/or part of the inventory of the Customer or which are in the possession of the Customer.
- 18.3. The Customer shall not be authorised to sell, deliver or otherwise dispose of these Products prior to such transfer of ownership, other than in accordance with its normal business operations and normal use of the Products. The Customer undertakes, at the first request of SG Products BV, to cooperate in establishing a right of pledge on the claims which the Customer obtains or shall obtain from its customers as a result of the resale of the Products.
- 18.4. During the period the Products delivered are subject to reservation of ownership, the Customer shall not be authorised to pledge these Products in any way, or to place them under the actual control of a financier, or to use them as a means of payment.
- 18.5. The Customer is obliged to keep the Products delivered under reservation of ownership with due care and as recognisably owned by SG Products BV.
- 18.6. During the period the Customer has not fully met the payment obligations, the Customer must leave intact any identifying marks, such as but certainly not limited to, the company name and logo, which have been applied to the Products to indicate the ownership of SG Products BV or affix such marks at the request of SG Products BV.
- 18.7. SG Products BV is entitled to inspect the Products or have them inspected at any time. During the period the Customer has not fully complied with the payment obligations, the Customer undertakes to cooperate with the aforementioned inspection.

- 18.8. If third parties seize the Products delivered subject to reservation of ownership or wish to establish or assert rights to them, the Customer is obliged to immediately inform SG Products BV.
- 18.9. The Customer is obliged to immediately inform SG Products BV in writing if the Customer has payment difficulties, if a petition for bankruptcy has been filed against the Customer or if the Customer has requested a suspension of payments.
- 18.10. In the event of seizure, suspension of payments or bankruptcy, the Customer shall immediately inform the bailiff levying the seizure, the administrator or the trustee in bankruptcy of the ownership rights of SG Products BV.
- 18.11. The Customer must take out business or home insurance to ensure that the Products delivered subject to reservation of ownership are also insured at all times and the Customer shall allow SG Products BV, at the latter's first request, to inspect the insurance policy and the relevant premium payment receipts. In the event of any insurance payment, SG Products BV will be entitled to this money.
- 18.12. The Customer must fully cooperate if SG Products BV invokes the reservation of ownership and must inform SG Products BV of the Location or Locations where the Products are kept.
- 18.13. All costs incurred by SG Products BV to claim and repossess the Products are at the expense of the Customer.
- 18.14. In the event that SG Products BV wishes to exercise its ownership rights as set out in this Article, the Customer gives SG Products BV and third parties designated by SG Products BV unconditional and irrevocable permission in advance to enter all those places where Products owned by SG Products BV are located and to repossess those products.
- 18.15. SG Products BV is not liable for any damage, such as loss of sales or reputation, suffered by the Customer as a result of SG Products BV invoking the reservation of ownership and repossessing the Products delivered.
- 18.16. The provisions of this Article are without prejudice to the other rights to which SG Products BV is entitled.

Article 19. Conformity and warranty

- 19.1. SG Products BV guarantees that the Product complies with the Contract, with the specifications stated in the offer and with the reasonable requirements of soundness and/or usability.
- 19.2. The Maxgreenwall delivered will be covered by the warranty, as stated in the warranty conditions. The warranty conditions do not apply to any plants supplied / ordered. These warranty conditions can be read at [\[link to warranty conditions on website\]](#).

Article 20. Complaints and repairs

- 20.1. Complaints about the Product must be communicated to SG Products BV as soon as possible after delivery.
- 20.2. The Customer must give SG Products BV the opportunity to investigate a complaint. In that context, SG Products BV may require the Customer to e-mail a photograph of the defect to SG Products BV and/ or allow SG Products BV to access to the Location for the purpose of investigating the complaint.
- 20.3. Complaints about the Product will not be dealt with any further free of charge if, during the investigation of the complaint, it appears that:
 - a. The defects are the result of improper use;
 - b. The maintenance instructions have not been observed;
 - c. The Product has not been used in accordance with the instructions for use, for the purpose for which it is intended or in accordance with the technical specifications;
 - d. Damage to the Product has occurred due to external circumstances;
 - e. The defects are the result of work that has not been carried out by or on behalf of SG Products BV;
 - f. The Customer or a third party has carried out repairs without first giving SG Products BV the opportunity to carry out repairs on the Product.
- 20.4. If, during the investigation of the complaint, it appears that one of the situations mentioned in Article 20.3 applies, the Customer will be informed as soon as possible.
- 20.5. If one of the situations mentioned in Article 20.3 applies and/or it is not a matter of non-conformity and the Customer requests repairs, the costs of these repairs are at the expense of the Customer. The Customer shall be informed of the amount of these costs in advance.

Article 21. Liability and limitations period

- 21.1. SG Products BV cannot be obliged to compensate any damage which is a direct or indirect consequence of:
 - a. An event that is actually beyond its control and therefore cannot be attributed to its actions and/or omissions, such as described in Article 22;
 - b. Any act or omission of the Customer, its subordinates or other persons employed by or on behalf of the Customer.
- 21.2. Irrespective of the circumstances, the Customer is responsible for the correctness and completeness of the details provided by the Customer. SG Products BV shall never be liable for any damage caused or partly caused by incorrect and/or incomplete details provided by the Customer.
- 21.3. SG Products BV is not liable for accidents or for damage to or caused by the improper or incompetent use of the Product, use of the Product contrary to the instructions given, improper and/or incomplete maintenance of the Product or use of the Product contrary to its intended use.
- 21.4. SG Products BV shall not be liable for any corruption or loss of data resulting from the transmission of the details by means of telecommunications facilities.
- 21.5. It is the responsibility of the Customer to use the Product in accordance with the user manual and/or the instructions given and/or the purpose for which the Product is intended. The use of the Product is entirely at the own risk of the Customer. SG Products BV shall not be liable for damage, including property damage and personal injury, which the Customer or a third party suffers or has suffered through the use of the Product.
- 21.6. SG Products BV is not liable for any damage whatsoever caused by incorrect or inexperienced care of the plants delivered.
- 21.7. The liability of SG Products BV for indirect damage, including consequential damage, loss of profits, missed turnover, missed savings, reputational damage, fines imposed, loss of income, labour costs and damage due to business interruption, is excluded.
- 21.8. In the event that SG Products BV may be liable for any damage, or if the aforementioned limitation of liability is not permitted by law, then the liability of SG Products BV is limited to the amount paid by the insurer of SG Products BV. If the insurer does not pay out or the damage is not covered by the insurance in any case, the liability of SG Products BV shall be limited to the amount of the invoice paid by the Customer for that part of the Contract to which the liability pertains, insofar as this is not in conflict with any mandatory statutory provision.
- 21.9. If the Customer is a Business, rights of action and other powers of whatever nature of the Customer towards SG Products BV shall in any case lapse after the expiry of one year from the moment that such an act giving the Customer recourse to these rights and/or powers against SG Products BV occurs. If the Customer is a Consumer, a limitations period of two years applies.

Article 22. Force majeure

- 22.1. SG Products BV is not obliged to comply with any obligation towards the Customer if it is prevented from doing so due to a circumstance that is not its fault or for its account, pursuant to the law, a legal act or generally accepted practice. Force majeure shall include: transport difficulties; strike; theft; business interruption; extreme weather conditions; natural disasters; floods; riots; terrorism; wars or war hazards; fire; export and import restrictions; production interruptions; blockades; shortage of raw materials or other items; power failure; internet failure; epidemics; pandemic; computer failure; e-mail traffic disruption; hacker attack or computer hacking by a third party; government measures; changes in legislation and regulations.
- 22.2. Force majeure also includes non-attributable failure by suppliers of SG Products BV or third parties engaged by SG Products BV.
- 22.3. In the event that SG Products BV is prevented by force majeure from executing the Contract, in whole or in part, SG Products BV is entitled, without judicial intervention, to suspend the execution of the Contract or to regard the Contract as wholly or partially terminated, such at its option, without SG Products BV being obliged to compensate the Customer for any damage suffered.
- 22.4. If, at the time of the occurrence of force majeure, SG Products BV has already partially fulfilled its obligations towards the Customer arising from the Contract and this fulfilment has independent value, SG Products BV shall be entitled to invoice the Customer for the part of the Contract already fulfilled.

Article 23. Suspension and termination

- 23.1. SG Products BV shall be entitled to suspend the execution of the Contract with immediate effect, without being liable for any damage, if:
 - a. After the conclusion of the Contract, circumstances have come to the knowledge of SG Products BV which give good cause for concern that the Customer will not fulfil its obligations;
 - b. The Customer has failed to comply with one or more of its obligations towards SG Products BV.
- 23.2. SG Products BV is authorised to terminate the Contract, if the Customer does not fulfil or does not fully fulfil its obligations under the Contract and the Customer has failed to respond to a notice of default sent to it. If fulfilment is permanently impossible, a notice of default may be omitted.
- 23.3. Furthermore, SG Products BV is authorised to terminate the Contract if circumstances arise which are of such a nature that fulfilment of the Contract is impossible or can no longer be required according to standards of reasonableness and fairness, or if other circumstances arise which are of such a nature that unaltered continuation of the Contract can no longer be required in all reasonableness..
- 23.4. SG Products BV shall be authorised to terminate the Contract if the Customer requests or is granted a suspension of payments, if the Customer is declared bankrupt or a petition is filed for this purpose, if the Customer is unable to meet its debts, if it proceeds to terminate or liquidate its business, if it is placed under guardianship or if an administrator is appointed.

Article 24. Confidentiality

- 24.1. Both parties are obliged not to disclose all confidential information that they have obtained from each other or from another source in the context of the Contract. Information shall be considered confidential if the other party so indicates or if it arises from the nature of the information. The party receiving confidential information shall use it only for the purpose for which it was provided.
- 24.2. If, by virtue of a statutory provision or a judicial decision, SG Products BV is obliged to disclose confidential information to third parties designated by law or the competent court and SG Products BV is unable to invoke a legal right to refuse to give evidence or a right recognised or permitted by the competent court, SG Products BV is not obliged to indemnify or pay compensation.

Article 25. Customer service

- 25.1. If the Customer has any questions about an order or wants to submit a complaint, the Customer can contact the customer service of SG Products BV.
- 25.2. The customer service of SG Products BV can be reached in the following ways:
 - a. Via e-mail address: sales@maxgreenwall.com;
 - b. Via WhatsApp: +31 6 82060653;
 - c. Via the social media channels where SG Products BV has an account.
- 25.3. Questions and complaints submitted to SG Products BV will be answered within a period of 14 days from the date of receipt. If a question or complaint requires a foreseeably longer time, a response will be given by SG Products BV within the period of 14 days with a notice of receipt and an indication of when the Customer can expect a more detailed answer.

Article 26. Personal data

- 26.1. SG Products BV processes personal data in accordance with the General Data Protection Regulation (Algemene Verordening Gegevensbescherming). The Customer can consult the privacy policy of SG Products BV [[link to privacy policy on website](#)] for more information about the processing of personal data by SG Products BV.

Article 27. Intellectual property rights

- 27.1. The Customer must fully and unconditionally respect all intellectual property rights vested in the Product delivered by SG Products BV.
- 27.2. The Customer is not permitted to perform actions that violate the trade name right, trademark right, copyright or other intellectual property rights of SG Products BV.

Article 28. Applicable law and competent court

- 28.1. All legal relationships to which SG Products BV is a party are exclusively governed by Dutch law, even if an obligation is fully or partially implemented abroad or if the party involved in the legal relationship has its registered office or resides there. The applicability of the Vienna Convention on Contracts for the International Sale of Goods (Weens Koopverdrag) is excluded.
- 28.2. In deviation of the provisions of Article 28.1, the consequences of a reservation of ownership in respect of Products intended for export may be governed by the law of the country of destination of the Products if the legal system of that country is more favourable to SG Products BV.
- 28.3. Disputes between SG Products BV and the Customer shall be submitted exclusively to the competent court in the district where SG Products BV has its registered office. If the Customer is a Consumer, after SG Products BV has invoked this clause in writing towards the Customer, the Customer has one month to opt for settlement of the dispute by the legally competent court.
- 28.4. The parties shall only appeal to the court after they have made every effort to settle a dispute in mutual consultation.