

GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND PAYMENT OF R2R PRINT SOLUTIONS

Section I: GENERAL PROVISIONS

1. Definitions

- 1.1 For the purposes of these General Terms and Conditions of Sale, Delivery and Payment ("Terms and Conditions"), the terms specified below are defined as follows:
- (a) **R2R Print Solutions**: the private company with limited liability R2R Print Solutions B.V. having its registered office in Nieuwegein, The Netherlands, registered with the Chamber of Commerce under number 66058813, as well as its legal successors by universal or singular title and the other companies operating within the group;
 - (b) **Client**: any natural or legal person that enters into a sale or any other agreement with R2R Print Solutions;
 - (c) **Products**: any goods (to be) supplied or delivered in accordance with the Specifications of R2R Print Solutions under an Agreement by R2R Print Solutions, regardless of whether the Agreement exclusively comprises the supply or delivery of such goods or whether it (also) comprises the provision of Services;
 - (d) **Agreement**: any agreement entered by and between R2R Print Solutions and the Client, including amendments or addenda thereto, as well as any (legal) acts in preparation and/or in execution of such agreement;
 - (e) **Services**: any work (in whatever form and howsoever named, for example provision of services, contracts for work, etc.) which R2R Print Solutions carries out for or for the benefit of the Client, whether or not in connection with the supply or delivery of Products;
 - (f) **Specifications**: the description, product sheet, (safety) data sheet or drawing of the Products and/or Services to be delivered by R2R Print Solutions, which is stated or referred to in offers, quotations and Agreements. In the absence thereof, the description that is customary between the parties or, if there is none, the description that is commonly used in the industry;
 - (g) **Defect**: any deviation of the Products or Services from the Specifications and any other improper functioning of the Products, or any Service that was not performed correctly in any other way;
 - (i) **Force majeure**: any circumstance beyond the control of R2R Print Solutions, which affects the normal execution of the Agreement. This also includes strikes, staff illness, import, export and transit bans, government measures, failure by suppliers to supply, supply correctly, or supply on time and damage to the required production and/or transport equipment. This also includes power failures and internet, data network or telecommunication facilities failures.

2. Applicability and voidability

- 2.1 The provisions in Section I of these Terms and Conditions apply to all offers, quotations and Agreements issued or entered into by R2R Print Solutions. The provisions in Section II of these Terms and Conditions apply specifically to offers, quotations and Agreements issued or entered into by R2R Print Solutions for the sale and

delivery of Products. The provisions in Section III of these Terms and Conditions apply specifically to offers, quotations and Agreements issued or entered into by R2R Print Solutions for all Services to be provided by R2R Print Solutions. Where a provision in a particular Section is inconsistent with a provision in another Section, the provision in the Section which applies specifically to the respective offer, quotation or Agreement shall prevail.

- 2.2 Unless otherwise agreed in writing, all offers, quotations and Agreements issued or entered into by R2R Print Solutions shall be exclusively governed by these Terms and Conditions. These Terms and Conditions shall supersede the terms and conditions of purchase of the Client. The applicability of any general terms and conditions of the Client is hereby explicitly rejected by R2R Print Solutions.
- 2.3 The invalidity or inability to enforce any provision of these Terms and Conditions shall not affect the validity or enforceability of the other provisions. The parties shall replace any invalid or unenforceable provision by a valid or enforceable provision, the legal effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.

3. Amendments and addenda

- 3.1 Amendments and addenda to any provision in an Agreement and/or these Terms and Conditions may only be agreed in writing.
- 3.2 Variations from and addenda to these Terms and Conditions only apply to the respective Agreement.

4. Offers, quotations and advice

- 4.1 Offers and quotations made by R2R Print Solutions are not binding upon R2R Print Solutions, unless expressly agreed otherwise in writing. Where an offer contains an acceptance period, this means that the offer will expire after the relevant period.
- 4.2 The brochures, price lists and other information provided by R2R Print Solutions are merely informal in nature and thus not binding upon R2R Print Solutions. The Specifications provided by R2R Print Solutions in the documents sent by R2R Print Solutions are characteristic of the Products and/or Services to be delivered.
- 4.3 Any advice by R2R Print Solutions shall be provided to the best of its knowledge. Data and information on the suitability and use of a Product and/or Service do not relieve the Client from conducting inspections and tests.
- 4.4 If R2R Print Solutions makes or issues an offer to deliver a Product and/or Service to the specifications of the Client, the Client must provide in accordance with the requirements of R2R Print Solutions a comprehensive and detailed statement of specifications in writing to R2R Print Solutions prior to or when entering into the Agreement.
- 4.5 R2R Print Solutions reserves the right to refuse orders and/or contracts, without stating the reasons for its decision.

5. Formation of the Agreement

- 5.1 Agreements, including amendments and addenda thereto, will enter into effect if and insofar as R2R Print Solutions has provided written confirmation thereof, or R2R Print Solutions has commenced the execution of the agreement.

5.2 If, in derogation from Article 4.1 of these Terms and Conditions, R2R Print Solutions has issued a binding quotation, the Agreement will come into effect on the day that the written acceptance is received.

6. Joint and several liability

6.1 If the Agreement is entered into with two or more Clients, each Client will be jointly and severally liable for compliance therewith.

7. Prices

7.1 Unless otherwise agreed in writing, all prices are quoted in Euros, excluding VAT, insurance, taxes and other charges and are based on delivery Ex Works (as referred to in the Incoterms 2010).

7.2 Quotations are always based on the prices and circumstances applicable at the time of the offer. If, after concluding the Agreement, one or more cost price factors (including but not limited to wages, taxes, premiums, purchase prices, raw material prices, foreign exchange rates, etc.) has increased, R2R Print Solutions is entitled to pass this increase on to the Client.

8. Engaging third parties

8.1 If and insofar as this is required for the proper execution of the Agreement, R2R Print Solutions is, at its sole discretion, entitled to have work and/or deliveries carried out by third parties.

9. Execution on time

9.1 The stated delivery times are always estimated times and may never be regarded as a firm deadline, unless expressly agreed otherwise in writing. In the event of a delay in supply or delivery, R2R Print Solutions will be given written notice of default and R2R Print Solutions must be given a reasonable period in which to fulfil its obligations. A period of four (4) weeks is deemed to be a reasonable period of time.

10. Force majeure

10.1 If a force majeure event occurs, R2R Print Solutions is entitled to delay the supply or delivery for as long as the force majeure event continues. If a temporary inability to comply lasts longer than eight (8) weeks after the original delivery time, parties are entitled to dissolve the Agreement in writing. If R2R Print Solutions is permanently unable to comply as a result of force majeure, parties are also entitled to dissolve the Agreement.

10.2 In the case of a dissolution pursuant to the provisions in this Article 10, R2R Print Solutions is entitled to claim payment for the part of the Agreement that was executed before the force majeure event took place. In this case, R2R Print Solutions is not liable to pay the Client any damages.

11. Liability

- 11.1 The liability of R2R Print Solutions is limited to the provisions in Article 11 of these Terms and Conditions. Further liability of R2R Print Solutions is excluded, unless the damage is the result of an intentional act or gross negligence on the part of the managing staff of R2R Print Solutions. Any further liability is excluded.
- 11.2 If R2R Print Solutions is also unable to invoke the provisions of paragraph 1 of this Article, R2R Print Solutions shall only be liable for any damage that is directly and exclusively the result of a circumstance that can be attributed to R2R Print Solutions. R2R Print Solutions shall not be liable for indirect damage, including - but not exclusively - loss of profits, consequential loss and/or trading loss and/or reputational damage. R2R Print Solutions shall not be liable for any mistakes or failures on the part of any third party engaged by R2R Print Solutions, nor for any wilful misconduct or gross negligence on their part.
- 11.3 If R2R Print Solutions cannot invoke the liability exclusions referred to in paragraphs 1 and 2 of this Article, then the liability of R2R Print Solutions will be limited to the invoice amount of the Products delivered by R2R Print Solutions or of the work carried out by R2R Print Solutions, for which R2R Print Solutions is liable to pay compensation.

12. Payment, interest, costs and penalties

- 12.1 Unless expressly agreed otherwise in writing, payments shall be made in Euros. The Client shall not be entitled to suspend and/or offset any payment.
- 12.2 Unless expressly agreed otherwise in writing, with respect to Agreements for the sale and delivery of Products the following payment terms apply:
- a. 50% deposit payable with order;
 - b. 40% on completion of FAT and shipping;
 - c. 10% in 30 days after completion of installation and SAT.
- 12.3 If the Client believes that the invoices are incorrect, it shall notify R2R Print Solutions of this in writing within eight (8) days of the invoice date. If this term is exceeded, the Client will be deemed to have accepted the invoices. Unless the inaccuracy of the invoices is recognised in writing within the payment term, the Client must pay the invoice amounts within the agreed payment term.
- 12.4 If R2R Print Solutions's claim is not paid on time, R2R Print Solutions is entitled to increase the amount by 10% interest per year, unless the statutory trade interest ex Article 6:119a of the Dutch Civil Code is higher in the relevant period, in which case the latter interest is due.
- 12.5 Where these Terms and Conditions - or otherwise an offer, quotation and/or Agreement - include a clause that requires the Client to pay a penalty to R2R Print Solutions, this penalty shall expressly not be in lieu of the additional and/or alternative damages that the Client must pay to R2R Print Solutions under the law (as referred to in Article 6:92 paragraph 2 of the Civil Code).

13. Cancellation

13.1 The Client may only cancel an Agreement entered into with R2R Print Solutions following written agreement by R2R Print Solutions. If R2R Print Solutions agrees to the cancellation, the Client is immediately liable to pay a contractual penalty of at least 25% of the agreed price (including VAT) to R2R Print Solutions, without prejudice to the right of R2R Print Solutions to demand full compensation.

14. Dissolution and suspension

14.1 In cases where the Client:

- d. is declared bankrupt or applies for a moratorium on payment;
 - e. goes on strike or transfers its business or a substantial part thereof, including the transfer of its business in a prospective or existing partnership, or changes its business goals; or
 - f. is in default with regard to compliance with the agreement entered into with R2R Print Solutions;
- all claims and invoices shall become immediately due and payable and R2R Print Solutions shall have the authority to suspend (in whole or in part) its obligations until the Client has provided security for compliance with its obligations or dissolves the agreement, whereby the Client is liable for all damages suffered by R2R Print Solutions now and in the future.

14.2 During the execution of the Agreement, R2R Print Solutions is entitled to suspend compliance with its obligations, this includes temporary shutdown of the Product, until the Client has provided security at the request and to the satisfaction of R2R Print Solutions for compliance with all its obligations arising from the Agreement. Refusal by the Client to provide the required security entitles R2R Print Solutions to dissolve the Agreement, notwithstanding the right of R2R Print Solutions to demand full compensation of losses, costs and interest.

15. Retention of title / Lien

15.1 All Products delivered by R2R Print Solutions shall remain the property of R2R Print Solutions until the Client has paid the purchase price and any other claims as referred to in Article 3:92 paragraph 2 of the Civil Code.

15.2 The Client is furthermore required to create a lien at the request of R2R Print Solutions, as referred to in Article 3:239 of the Civil Code, on any claims from third parties resulting from the sale of the Products by R2R Print Solutions.

16. Confidentiality

16.1 The Client and its staff shall maintain strict confidentiality with respect to any information regarding the Products, Services, Specifications and the business of R2R Print Solutions in the broadest sense of the word, which they may obtain in connection with the Agreement or its execution, such including the nature, reason and the result of the work carried out by R2R Print Solutions. Client is responsible for compliance by its staff with this confidentiality obligation.

17. Applicable law and disputes

- 17.1 The legal relationship between R2R Print Solutions and the Client shall be governed by and construed in accordance with the laws of the Netherlands. If and insofar as the legal relationship relates to the sale and delivery of Products, the legal relationship shall be governed by the Vienna Sales Convention (CISG), regardless of whether the Client is established in a Member State that is party to the Vienna Sales Convention (CISG). Matters not explicitly provided for in the Vienna Sales Convention (CISG) shall in that case also be governed by the laws of the Netherlands.
- 17.2 The District Court in Amsterdam (Netherlands) has exclusive jurisdiction to hear disputes between the parties.
- 17.3 The provision in paragraph 2 of this Article does not affect R2R Print Solutions' right to submit the dispute to the Civil Court which has jurisdiction according to the law or convention.

Section II: GENERAL PROVISIONS FOR SALE AND DELIVERY OF PRODUCTS

18. Product properties and warranty

- 18.1 Unless agreed otherwise, the Product properties are drawn exclusively from the Specifications. The properties included in the Specifications are not and shall not in any way be regarded as guaranteed properties.
- 18.2 The Client is required to prepare and maintain the site in such a state that the Products can be installed and used properly. Preparation and maintenance shall take place according to the requirements and instructions of R2R Print Solutions.
- 18.3 The Client shall be responsible for the management, including checking the manuals and the settings, and use of the Products and the way in which the results of the Products are used. The Client is also responsible for appropriately instructing users and for the use made by users.
- 18.4 If the parties have not agreed an acceptance test, the Client accepts the software that is part of the Product in the state that it is when is delivered ('as is'), with all visible and invisible errors and defects. The software shall be deemed to have been accepted by the Client upon delivery or, if installation by R2R Print Solutions has been agreed in writing, upon completion of installation.
- 18.5 R2R Print Solutions shall strive to the best of its ability to fix errors in the software as referred to in paragraph 4 of this Article within a reasonable period if these errors are reported in writing in a detailed manner to R2R Print Solutions within a period of three months following acceptance

19. Intellectual Property

- 19.1 All intellectual property rights to the software, manuals, testing materials, analyses, documentation and/or reports, developed or made available under the Agreement are held exclusively by R2R Print Solutions, its licensors or its suppliers.
- 19.2 The Client shall have the non-exclusive and non-transferable rights of use to the rights referred to in paragraph 1 of this Article expressly granted by R2R Print Solutions under these Terms and Conditions and the Agreement. The Client is not entitled to transfer a granted right of use or to grant a sublicense to any third party. The Client is not entitled to change all or part of the software without the prior written permission of R2R Print Solutions.

20. Delivery

- 20.1 Unless otherwise agreed, all deliveries are Ex Works (as referred to in the Incoterms 2010).
- 20.2 If the Products are not collected by the Client after expiry of the delivery period, the Products (if the storage facilities of R2R Print Solutions permit) will be stored by R2R Print Solutions, whereby the costs and risks thereof will be borne by the Client. In the event of failure to collect the Products on time, R2R Print Solutions is entitled to dissolve the Agreement after a period of fourteen (14) days after the expiry of the delivery period, without prejudice to R2R Print Solutions' right to damages and without prejudice to R2R Print Solutions' right to sell all the Products to a third party.
- 20.3 If R2R Print Solutions has provided load boards, containers and the like for the purpose of the packaging and transport or has outsourced the work to a third party, the Client is required to return these products at its own expense to the address provided by R2R Print Solutions, unless said items are disposable packaging products. Failure to do so will entitle R2R Print Solutions to charge the Client for the costs of these products.

21. Complaints

- 21.1 The Client accepts the Product with all visible and invisible defects, except for the provisions of this Article 20.
- 21.2 The Client undertakes to inspect the Product immediately on delivery. If parties have agreed on a different delivery method in writing (other than Ex Works as referred to in the Incoterms 2010), the Client undertakes to inspect the Products at R2R Print Solutions prior to transport. R2R Print Solutions will, insofar as reasonable, cooperate with the Client or an independent third party designated by the Client, after consultation with R2R Print Solutions. If Client does not fulfil this obligation, the Product will be considered to have no Defects at the time of delivery.
- 21.3 If the Product shows visible Defects or the sizes, weights and/or quantities do not correspond with the specifications stated in the Agreement between the Client and R2R Print Solutions, the Client, on pain of forfeiture of rights, must inform R2R Print Solutions and report the defects on the shipping documents, the delivery note or consignment note within three (3) working days. The shipping document is deemed to provide the correct description and list of the delivered goods.
- 21.4 Complaints regarding quality must be lodged with R2R Print Solutions within eight (8) days after receipt of the Products, failing which the Client shall be deemed to have accepted the Products. No complaints may be lodged with respect to Products that have been processed by the Client or by third parties, unless the defects first appear during processing.
- 21.5 If the complaints are upheld by R2R Print Solutions, R2R Print Solutions shall in its sole discretion either (i) arrange for the Products to be repaired; (ii) arrange for replacement of the Products or parts thereof.

22. Liability

- 22.1 The liability of R2R Print Solutions vis-à-vis the Client for the delivery of Products is limited to the provisions set forth in Article 11 of these Terms and Conditions.
- 22.2 The Client indemnifies R2R Print Solutions from any third-party claims if and insofar as such claims are in connection with a Product delivered by R2R Print Solutions to the Client. The Client will in any case indemnify R2R Print Solutions for Products produced to specifications of the Client.

22.3 If a third party holds the Client liable for any product from R2R Print Solutions, the Client shall, on pain of loss of rights, notify R2R Print Solutions of this immediately, but no later than within three (3) working days.

23. Cancellation

23.1 Cancellation by the Client of an Agreement entered into with R2R Print Solutions for Products produced by order of the Client and/or to the specifications of the Client is not possible.

Section III: GENERAL PROVISIONS FOR THE PROVISION OF SERVICES

24. Execution

24.1 R2R Print Solutions shall make every effort to deliver the Services with care. Services delivered by R2R Print Solutions are provided explicitly for the Client and not for third parties involved with the Client.

24.2 The Client shall provide any such data and information as may be required by R2R Print Solutions. In addition, the Client shall provide to R2R Print Solutions all other facts and circumstances that may be necessary for the proper execution of the Agreement.

24.3 The Service is delivered on the basis of information, calculations and documents provided by or on behalf of the Client. The Client is at all times and in all circumstances responsible for the accuracy and completeness of the information, calculations and documents it supplies. R2R Print Solutions does not accept any responsibility for the accuracy and/or completeness of the data, calculations and documents provided by the Client, nor for any advice given in consequence. Client indemnifies R2R Print Solutions from all claims in this regard.

24.4 If certain quantities, types, sizes and/or location or method of execution are not specified accurately or completely in the data, calculations and documents provided by or on behalf of the Client, they are not or cannot be deemed to be (fully) part of the Agreement.

24.5 The period in which the Service is to be delivered, i.e. the work to be performed, is based on the applicable circumstances in effect at the time of the conclusion of the Agreement and which are known to R2R Print Solutions. If a delay beyond the control of R2R Print Solutions occurs as a result of change in working conditions or because the materials ordered on time are not delivered on time for execution of the work in time, the delivery time will be extended as necessary.

24.6 Without prejudice to the provisions elsewhere in these Terms and Conditions in respect of extension of the delivery period, the delivery period will be extended by the duration of the delay arising on the part of R2R Print Solutions as a result of the Client's failure to fulfil any obligation ensuing from the Agreement or failure to provide the assistance required of the Client in respect of satisfying the terms of the Agreement.

24.7 Furthermore, all quotations and offers are based on the assumption that the Services can and will be delivered during the normal business hours of R2R Print Solutions and under normal circumstances and without the requirement that a project (or part thereof) or an object (or part thereof) will be executed in phases.

24.8 The period within which the Service must be delivered will be stated in the Agreement either as a number of workable business days or as a number of calendar days - weeks or - months, or by specifying a specific day.

24.9 If the period within which the Service will be delivered is stated in workable business days, business day shall them mean a calendar day other than a Saturday or Sunday, unless it falls on a general holiday or a holiday,

vacation day or other non-individual day off recognized by the government or by or under a collective agreement. Business days or partial business days are considered unworkable business days on which the majority of workers or machinery cannot work for at least five hours or at least two hours due to force majeure.

24.10 If delivery of the Service should take place on a day that is not described as a business day in the ninth paragraph, the following business day applies as the agreed date of delivery.

24.11 Except for gross negligence and/or willful intent on the part of the executive staff of R2R Print Solutions, failure to meet the delivery date will not entitle the Client to terminate the Agreement, either in whole or in part. Failure to meet the delivery date, for whatever reason, does not give the Client the right to perform or cause activities to be performed for the execution of the Agreement.

25. Obligations of the Client

25.1 To the extent necessary, the Client shall - at its own expense and risk - ensure that R2R Print Solutions will have on time the data and approvals required for the delivery of the Service.

25.2 The Client shall be responsible for the management, including checking the manuals and the settings, and use of the Products and Services, and the way in which the results of the Products and Services are used. The Client is also responsible for appropriately instructing users and for the use made by users.

25.3 If and insofar as activities are involved in the Service, which due to circumstances beyond R2R Print Solutions' control cannot be executed within the framework of the respective Service, the Client shall pay the entire amount agreed to R2R Print Solutions, without any discounts or offsets and R2R Print Solutions shall not be liable for any damages.

26. On-time execution and postponement of delivery

26.1 The commencement date of the delivery of the Service will be deemed to be the date specified in the Agreement. If no such date has been agreed by the parties, then the commencement date shall be the date on which R2R Print Solutions has commenced with its work.

26.2 R2R Print Solutions will commence with delivery of the Service when it has received all the data necessary for that purpose.

26.3 The period within which the Service must be delivered will be stated in the Agreement either as a number of workable business days or as a number of calendar days - weeks or - months, or by specifying a specific day.

26.4 R2R Print Solutions is entitled to an extension of the period within which the Service will be delivered if R2R Print Solutions cannot be expected to deliver the Service within the agreed period due to force majeure, or circumstances attributable to the Client, or due to amendments to the Agreement or to the Terms and Conditions in respect of delivery.

26.5 Failure to meet the time limit within which the Service will be delivered will not require R2R Print Solutions to pay any damages to the Client.

26.6 If the commencement or progress of the Service is delayed by factors for which the Client is responsible, the damages and costs resulting therefrom for R2R Print Solutions must be reimbursed by the Client.

27. Suspension of the Service and termination of the Service

- 27.1 The client is entitled to suspend the delivery of the Service in whole or in part.
- 27.2 Measures, which R2R Print Solutions must take as a result of suspension, are charged as upward contract variation. Damages suffered by R2R Print Solutions as a result of suspension will be reimbursed by the Client. Any damages arising during suspension shall be borne by the Client.
- 27.3 If a suspension lasts longer than fourteen (14) days, R2R Print Solutions shall be entitled to proportional payment for the portion of the Service delivered.
- 27.4 If the suspension lasts longer than one (1) month, then R2R Print Solutions shall be entitled to terminate the Service in an incomplete state. In that case, R2R Print Solutions shall be entitled to full payment of the agreed price.

28. Impossibility of delivery

- 28.1 If the delivery of a Service is impossible because the object is destroyed or lost without this being attributable to R2R Print Solutions, or due to any other reason beyond the control of R2R Print Solutions, R2R Print Solutions shall be entitled to full payment of the agreed price, plus the costs it incurs as a result of the non-completion.

29. Amendment to the Agreement; contract variations

- 29.1 If during delivery of the Service, modifications or additions to the Services turn out to be necessary for the proper delivery of the Service, R2R Print Solutions shall be entitled to amend the Agreement as necessary. R2R Print Solutions shall notify the Client of this modification as early on as possible.
- 29.2 If R2R Print Solutions modifies the Agreement according to the preceding paragraph, then R2R Print Solutions shall be entitled to execute this after approval has been given by the individual authorized to do so by the Client and the Client has agreed to the price specified for the modification. Failure to execute the amended Agreement or failure to do so immediately will not result in a breach of contract by R2R Print Solutions and provides no grounds for the Client to terminate, cancel or dissolve the Agreement.
- 29.3 In addition to the provisions in paragraph 1 of this Article, R2R Print Solutions is, at its sole discretion, also entitled to dissolve the Agreement if the proper delivery of the Service proves to be impossible without modifications or additions. In that case, the Client is liable to pay for the work R2R Print Solutions has performed up to that date.

30. Delivery, inspection, complaints

- 30.1 The Client shall inspect the Service delivered immediately upon completion. The Client shall notify R2R Print Solutions in writing as to whether the Service delivered has been approved or not within five (5) days of inspection. If approval is withheld, the Client shall state the defects that are the reason for withholding the approval. If the Service is approved, then the date of approval shall be deemed the date on which the relevant notice was sent to R2R Print Solutions.

- 30.2 If a written notice of approval or rejection of the Service is not sent to R2R Print Solutions within five (5) days of the inspection, the Service will be deemed to have been approved. The Service will also be deemed to have been approved if and when it is deployed.
- 30.3 Minor Defects which can be remedied within a period of six (6) months of the inspection do not entitle the Client to withhold approval of the Service, provided that they do not stand in the way of deployment. R2R Print Solutions will repair the Defects specified in this paragraph as soon as possible.

31. Liability

- 31.1 The liability of R2R Print Solutions vis-à-vis the Client for the delivery of Services is limited to the provisions set forth in Article 11 of these Terms and Conditions.