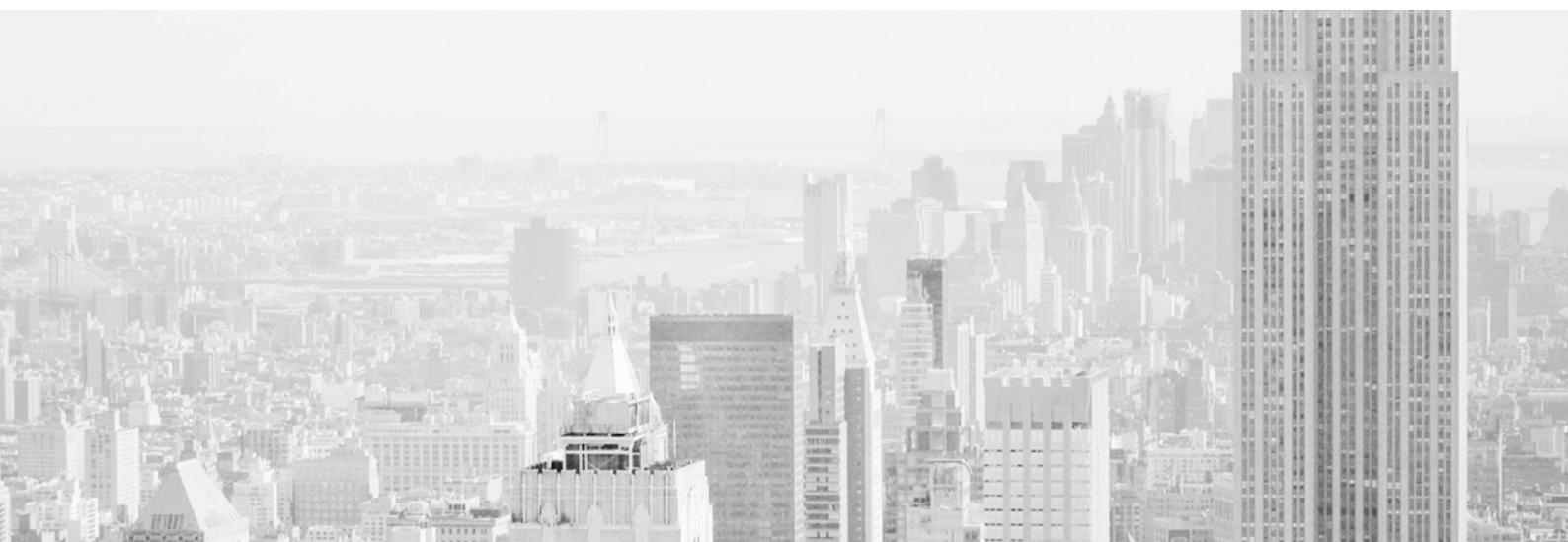


Movement by Perfection



**The Royal League** in ventilation, control and drive technology

# General Terms and Conditions of Business

September 2017

Please note that this is an English translation of the original Brazilian version. Both language versions shall have the same legal effect. In case of any conflict, the original Brazilian version shall prevail.



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## **General Terms and Conditions of Business of ZIEHL-ABEGG do Brasil Imp.**

### **I. Application of the General Terms and Conditions**

1. All our sales and/or, services, are made exclusively on the basis of the present General Terms and Conditions. Consequently, these General Terms and Conditions also apply to all future business relations even if not expressly agreed upon again in the future, unless another document is formalized for future relations and has expressly revoked this document.
2. With the receipt of the goods and services by the Customer, at the latest, these General Terms and Conditions are deemed accepted. Any opposition made by the Client regarding the General Terms and Conditions after receipt of the products and / or services will not be considered valid. If the Client has his own Terms and Conditions for the supply of products and / or services and it is in conflict with these Terms and Conditions, they shall prevail over the Client's Terms and Conditions.
3. The rights contained in these Terms and Conditions are in compliance with the legislation of regency, and may be changed, should there be any change in the legislation.
4. These Terms and Conditions apply exclusively to legal relationships between companies, in accordance with the Civil Code, and will not be submitted to the provisions of the Consumer's Protection Law and Code (Law No. 8,078 of September 11, 1990).

### **II. Offers and Scope of Execution**

1. For our sales and / or services delivering, our written confirmation of the order is vital. If a proposal is made with some time limitation and it is not accepted in a timely manner, the request will not be confirmed, according to article 428, III, of the Civil Code.
2. Illustrations, drawings, information on weights, measurement, performance and consumption, and other product descriptions in the documentation, which is part of our offer, shall be considered as an estimative only, and shall not be expressly referred to as binding. In addition, they do not constitute an agreement or guarantee of a corresponding quality or characteristic of the merchandise.
3. For technical and operational reasons, we reserve the right to supply consumables or small parts with a variation of more or less equal to five percent (5%) of the delivery amount, and the parties shall subsequently implement a

commercial agreement to complement the Value or to grant a discount.

4. Unless they refer to information contained in our catalogs, the Client, in placing a request, is obliged to provide all the general information about the purpose of the purchase of the products and / or services; the kind of the facilities; operation and other conditions to be taken into account, in order to ensure the correct and adequate supply of products and / or services.
5. The protective devices are included in our deliveries, if expressly agreed of.
6. ZIEHL-ABEGG has the exclusive right to all documents and information on the products and / or services that will appear in the proposals and are protected by the Industrial Property Law and / or Copyright Law, and such documents and information cannot be shared to third parties without our prior and formal consent. If the requests are not accepted and / or formalized, all drawings and other documents that are a part of the proposal must be returned, regardless of any previous request, or destroyed being prohibited the use of the same, in whole or in part, directly or indirectly, under the penalty of violation of industrial property and / or copyright law, being the violators liable for the direct or indirect and consequential damages that may be caused.
7. Any future agreements signed between the parties and involving any modification of these General Terms and Conditions will only be valid if accepted, signed and consolidated by both parties, and has no legal effect if requested by the client to change these General Terms and Conditions , but not expressly accepted by ZIEHL-ABEGG.

### **III. Particularities in Case of Correspondence by Electronic Communication and Fax**

1. If a message (declaration of intent) is sent electronically (electronic communication), such message is deemed received by the recipient when it has been delivered to the recipient's communication device.
2. A message is deemed received by the recipient by mean of message retrieval when it has been made available for retrieval in the relevant part of the sender's communication device and has been retrieved from such part by the recipient.

3. The contracting parties recognize the legal validity of messages transmitted according to nos. 1 and 2 above.
4. If correspondence between the contracting parties is exchanged by fax, the transmission report shall be deemed sufficient evidence of the receipt of our declarations.

#### IV. Price

1. In the absence of a separate agreement, our prices will be charged in the „Ex Works“ modality including loading, but excluding packaging. „Ex-Works“ means the operation in which ZIEHL-ABEGG makes available at its establishment, the product to the Client, who will bear all costs and expenses to transport the product to its respective establishment. Another kind of price may be practiced only in writing and will be expressly stated in the proposal.
2. If the delivery or service is to be made or provided more than four months after the conclusion of the contract, we reserve the right to reasonably raise our prices if there has been a significant increase in the factors prevailing at the time the contract was entered into, that are decisive for the determination of our prices, in particular, in the cost of materials, wages, and public charges.

#### V. Warranty Conditions

1. The Client undertakes to follow all norms and guidelines enclosed in the product and / or service manuals, including being able to have the respective benefit of such guarantee, and ZIEHL-ABEGG reserves the right to withdraw the guarantee if it finds that the standards and Guidelines were not fulfilled by the Client.
2. The Client undertakes, when using of the products and / or services provided by ZIEHL-ABEGG, to follow all the occupational safety and health norms, as well as not to allocate the products and / or services for purposes other than the one informed when of the acquisition.
3. The Client may resell the products purchased from ZIEHL-ABEGG to third parties, expressly by stating the rules and guidelines enclosed in the product and / or service manuals, so that if the Client breaches such obligation, ZIEHL-ABEGG reserves the right to void the warranty.
4. No returns will be accepted without prior authorization from ZIEHL-ABEGG, in accordance with the guidelines of the „Return Return Procedures“ document. Available on [www.ZIEHL-ABEGG/procedimentodedevolucaodevenda/pdf](http://www.ZIEHL-ABEGG/procedimentodedevolucaodevenda/pdf) and upon request by email

#### VI. Payment Terms

1. The Client undertakes to settle the obligations assumed within the deadlines set forth in the proposal, under penalty of termination in the supply of products and / or services, while remaining in the default state, without prejudice to the obligation to pay the open amounts.
2. As long as it is not otherwise agreed, our invoices will be paid within 10 (ten) days after their issue. If, at the time of payment, open installments, the payments made will be used to the abatement of the oldest debts and, in such case, we will inform the Client about the kind of settlement made, and the remaining balance. If such payments, after being used to amortize the old debts, are not sufficient to settle the debt, the default charges will continue to be levied on the remaining balance, until the total settlement of the debt.
3. Payments shall be deemed made, after the confirmation of their financial disclosure. If the payment is made by check, the payment will be considered done only after your bank clearing. If the payment is made by electronic transfer, the payment will be considered done only after confirmation of the crediting of the respective amount in the ZIEHL-ABEGG account.
4. In the event that the Client does not comply with the payment within the term, we shall have the right to apply a fine of 10% (ten percent), a default interest of 1% (one percent) per month, calculated „pro rata die“ and also the monetary correction, according to the current legal indexes.
5. If we become aware of circumstances that cast doubt on the Client's solvency, understood as its financial capacity to carry out its activities and comply with its commitments, we shall have the right to require a prepayment of installments or provision of guarantee for the continuity in the supply of products and / or services.
6. Claims made by the Client only are only entitled for a compensation if these claims have been judicially recognized or not challenged by ZIEHL-ABEGG. The Client may not proceed unilaterally with any type of withholding of payment and / or merchandise due to claims made and that have not been judicially recognized or not contested by ZIEHL-ABEGG.

#### VII. Delivery Periods and Services

1. The delivery dates or periods may be agreed as binding or non-binding and shall be done in writing.
2. We will not be responsible for delays in delivery or execution resulting from unforeseeable circumstances or force majeure, even if they occur with our suppliers or sub



suppliers or that the periods and dates have been linked and agreed upon. Such events will allow us to postpone the delivery or service during the full period of hindering, in addition to a reasonable period for compliance to be restarted. If such events significantly alter the economic portion or the content of the delivery or service, or if there is a significant impact on our business operation, we may require that the agreement shall be reasonably adjusted. If the impediment continues for more than 1 (one) month, we will have the right to re-contract the agreement in whole or in part, in which case we must inform the Client in advance that he will not have the right to claim any indemnity.

3. If we are responsible for a non-compliance with bound periods and dates, being such delay is not due to a fortuitous event or force majeure, the Client may demand a discount of 0.5% for each week of delay, up to a maximum of 5% (five percent) of the invoice value of the product and / or services delivered in delay. No further additional indemnification by the Client may be claimed as a result of the delay.
4. We have the right to make partial deliveries of the products and to perform only part of the services, unless this is unacceptable for the Client.
5. The fulfillment of our obligations to deliver and / or execute services will depend on the proper fulfillment of the obligations of the Client, and if he is in default, cannot demand ZIEHL-ABEGG to comply with delivery and / or execution obligations of services, as provided in Article 476 of the Civil Code.
6. Delivery deadline shall be deemed fulfilled when the goods are ready to be dispatched and the Client has been advised of such availability. The delivery will be subject to the condition of availability of the product in stock.
7. If the order is processed and the goods are made available, however the Client does not proceed with the withdrawal within the timeframe that is signed, ZIEHL-ABEGG may claim the receipt of an indemnity to cover the costs and administrative expenses incurred for the product which will be calculated based on the amount of the invoice.

## **VIII. Supply of Software**

1. If software is supplied, the Customer is granted a non exclusive and non-transferable right to use the software and the related documentation for the operation of the goods for which the software is supplied. The Customer is not permitted to make copies, except for one back-up copy. References to authors, series numbers, and other features serving the identification of the software may not be removed or altered.

2. If software is supplied, the Customer is granted a non exclusive and non-transferable right to use the software and the related documentation for the operation of the goods for which the software is supplied. The Customer is not permitted to make copies, except for one back-up copy. References to authors, series numbers, and other features serving the identification of the software may not be removed or altered.
3. Our liability for the loss or alteration of data is limited to the typical cost of restoration that would be incurred if back-up copies were made at regular intervals and according to risk.

## **IX. Passing of Risk and Receipt**

1. If we undertake other obligations, for example, with the costs of shipping and / or delivery and installation, the responsibility will be of the Client from the delivery of the products. If any cause is found impeding the shipment of the goods, such responsibility will be of the Client as soon as he is informed about the availability of such goods for withdrawal.
2. If there is a delay in shipment due to circumstances for which the Customer is responsible, the risk passes to the Customer from the day the goods are ready for dispatch.
3. The Client cannot refuse to receive the items delivered if there is a tolerable variation of up to five percent (5%), more or less, and the parties shall subsequently enter into a commercial agreement to complement the value or to grant a discount.

## **X. Claims based on Defects**

1. The Customer may not refuse to accept deliveries because of insignificant defects. The Customer's obligation to inspect and notify and its consequences are based on s. 377 HGB (German Commercial Code). This applies subject to the condition that obvious defects and defects that are identifiable on a due inspection are to be notified in writing no later than 8 days after handover of the goods to the Customer. Other (hidden) defects shall be notified to us in writing no later than 8 days after they are discovered. Notifications of defects shall be sent in writing to our head office; notifications of defects to field staff, carriers or other third parties are not regarded as submitted in due form and time.
2. We assume liability for a specific application or specific suitability only if this was agreed explicitly in writing. Otherwise, the Customer bears the risk of suitability and utilization. If we informed the Customer of technical framework conditions or other specifications in regard of

utilization, the Customer shall be responsible for compliance. It shall inform its buyers of these specifications and oblige them to comply. Our liability is excluded for defects that result from use of the goods in a way that does not conform to the specifications. Claims based on defects are excluded in particular if and insofar as damage to the delivered item or to other assets of the Customer is caused as follows:

- a. incorrect processing, assembly or treatment;
  - b. incorrect installation of the delivery item by the Customer or a third party, except where the incorrect installation is based on our instructions, whereby our field staff are not authorized to issue instructions;
  - c. noncompliance with instructions on commissioning, possible applications and operation of the delivery item contained in the documentation of the delivery item, operating instructions or instructions that we issued;
  - d. normal wear and tear that cannot be ascribed to production or material defects;
  - e. inappropriate handling or repairs of the goods by the Customer or third parties that were carried out inappropriately, in particular on interference by nonqualified persons or use of non original spare parts or resources.
3. We do not assume any liability either for defects for which the Customer is responsible or that are due to a technical cause other than the original defect.
  4. If a defect exists and the goods must be returned to us, the return shipment may be made only with our prior consent. Return shipments made without our prior consent need not be accepted. In any such case, the Customer must bear the cost of the return
  5. The existence of a defect that has been established as such and that has been notified to us in due form and time gives rise to the following rights of the Customer:
    - a. If a defect exists, the Customer may first demand that we remove the defect or make a replacement delivery ("subsequent performance"). We will choose in our discretion whether to newly deliver the item or whether to remove the defect, unless clause X. 5 c) applies. If the defect is removed, in so far as the notification of defects proves justified, we are obligated to bear the following direct expenses, borne by us, necessary for the removal of the defect, in particular, transportation and travel expenses and the cost of our own labor and materials, to the extent that such costs and expenses are not increased due to the fact that the goods have been brought to a place other than the delivery address. This is limited to

those costs that arise or would arise in regard to the delivery address for the goods. If the goods are shipped to an address other than the delivery address, the Customer must bear the extra costs that this causes, if the shipment was not part of the delivery contract between the Customer and us.

- b. We shall be entitled at our option to employ third parties to carry out repair works or a replacement delivery. This does not establish a contractual relationship between the Customer and the third party. In this case, our liability does not go further than if we had carried out the works or the delivery ourselves. Additionally, if an attempt at subsequent performance fails, subject to clause X. 5 c) we have the right to make a new attempt, again reserving the right to choose between a repair and the new delivery of the item. Only when the repeated subsequent performance fails, too, does the Customer have the right to rescind the contract or to reduce the purchase price.
  - c. If a notification of defect by the Customer proves to be unjustified, the Customer must reimburse us for all costs and expenditure that this caused.
6. In case of a supply of several goods, the identification of defect hidden in a specific merchandise does not authorize the rejection, by the Client of all the other goods.
  7. The deadline for the Client to formulate a claim related to the defect shall be in accordance with Civil Code 445, provided that the defective item has been used in an appropriate place and in accordance with the manuals and guidelines. The deadline for claiming begins with the delivery of the goods. The statutory limitation periods apply to losses resulting from a breach of warranty, death, personal injury or health, through negligence and gross negligence and for claims based on mandatory statutory provisions regarding product liability.

ZIEHL-ABEGG will only receive defective products and / or parts that follow the guidelines of the document „Guarantee Procedure“, available on [www.ZIEHL-ABEGG/procedimentoconcessaodegarantia/pdf](http://www.ZIEHL-ABEGG/procedimentoconcessaodegarantia/pdf) and upon request by email.

## **XI. Liability**

1. We are liable for losses and damages caused, as long as the requirements of articles 186 and 927, both of the Civil Code are present.
2. In case of failure to comply with a material contractual obligation, noncompliance and / or impossibility, the Client's request will be limited to damages and reimbursement of expenses for foreseeable and specific losses of the contract.





3. The above provisions do not affect mandatory statutory liability for product defects.
4. The responsibility assumed for the products and / or services is limited to the Client in acquiring the merchandise or services, in case the Client resells the goods to third parties, the Client will be liable for damages and damages caused, and Ziehl -Abegg exempted from any liability in this regard, either jointly or in subsidiary form.
5. Our liability for essential third-party products is limited to assignment of the claims based on liability for defects against the supplier of the third-party products. This does not apply if these claims against the supplier are not legally enforceable or if this is unacceptable for the Customer.
6. In the event that the Client or one of its Clients resells the goods delivered by us to an end customer (individual) and that this implies the application of the provisions of the Consumer Protection Law and Code, ZIEHL-ABEGG's liability will be limited to any defects of manufacturing.
7. No repair of defects, replacement delivery or payment of damages may be regarded as recognition of a legal obligation unless in a specific case we agreed otherwise in writing.

## **XII. Other Duties by the Customer, Export Control**

1. The Customer may not alter the goods in any respect that is relevant for safety; in particular, the Customer may not alter or remove existing warnings of dangers in case of improper use of the contractual goods. If this duty is violated, the Customer must internally indemnify and hold us harmless from and against product liability claims of third parties to the extent that the Customer is responsible for the defect giving rise to liability.
2. If we must issue a product recall or a product warning because of a product defect concerning the goods, the Customer will assist us and take all reasonable measures ordered by us. The Customer is obligated to bear the cost of the product recall or product warning to the extent that according to the principles of product liability law, the Customer is liable for the product defect and the damage sustained. Further-reaching claims on our part remain unaffected.
3. The Customer shall notify us without undue delay of any risks in the use of the contractual goods and of possible product defects of which the Customer becomes aware.
4. The supply of goods (products, software, technology) in the performance of this contract may be subject to export restrictions or prohibitions. The Customer shall comply

with all applicable export control regulations and corresponding restrictions. This particularly applies to European, German and, if relevant, provisions of US law relating to (re-) exports. In the case of a re-sale / forwarding of the supplied goods, the Customer shall draw the recipient's attention to the provisions of export control law.

5. In particular, the Customer shall ensure that goods are not used, either directly or indirectly, for a purpose that is connected in any way to chemical, biological or nuclear weapons and their carrying systems. Furthermore, the Customer shall ensure that the items are not put, either directly or indirectly, to a military end-use in a country subject to a weapons embargo. The Customer shall not sell, export, re-export, supply, forward the goods or otherwise make them available to persons, companies, facilities, organizations or in countries, either directly or indirectly, if doing so would violate European, German or any other applicable export control laws and regulations, including U.S. provisions relating to (re-)exports.
6. The Customer shall, on request, provide end use certificates in order to prove the final destination and end-use of the products required for the application of any exports licenses or approvals.
7. The Client will be fully responsible for any loss incurred by us that has been caused by your failure to comply with the applicable export control provisions, either from the country of origin of the consignment or from the country of destination.
8. The execution of the contract and corresponding obligations are subject to the condition that the required export or transfer authorizations, approvals or any other authorizations stipulated by foreign trade law or clearances by the competent authorities are issued and that there are no other legal restrictions owing to provisions of export control law that must be complied with.
9. The Customer shall be responsible for all taxes, charges and duties in connection with the service outside the Federal Republic of Germany and compensate us if applicable.

## **XIII. Confidentiality**

1. The Client agrees and undertakes, during the term of this agreement, to keep the most strict technical and commercial information regarding the products and / or services provided, and cannot use them or disclose them to third parties, without the prior consent of ZIEHL-ABEGG. The Client expressly commits itself not to publish or even disclose any Confidential Information received by ZIEHL-ABEGG, or which may be aware as a result of the performance of its activities, to any individual or legal

entity, public or private, with the exception of its employees, Managers, Directors and / or Lawyers, and also in such cases, whenever it is strictly necessary for them to carry out their work, and must refrain from divulging.

2. The Client undertakes to maintain and protect the confidentiality of ZIEHL-ABEGG Confidential Information with the same degree of care with which he protects its confidential and exclusive information, a zeal that at no time may be less than the reasonable standard of confidentiality of information. The duty of confidentiality dealt with in these Terms and Conditions will only cease in the following cases:

- a. When the Confidential Information is made public prior to the conclusion of the contract or the application of these Terms and Conditions;

- b. When the Client can demonstrate, in an uncontroversial manner, that he has been informed in a non-confidential and independent manner of such Confidential Information, prior to these Terms and Conditions;

- c. When, by legal determination or in compliance with a court order or even a determination issued by a competent authority, the Client has to disclose Confidential Information related to ZIEHL-ABEGG, in which case it will only divulge whatsoever strictly necessary to comply with the legal obligation, or a court order, or a determination issued by a competent authority, the Client shall immediately notify ZIEHL-ABEGG, prior to the disclosure of the Confidential Information, so that ZIEHL-ABEGG takes knowledge and, eventually, contests the determination of the disclosure or even seeks protection against such disclosure; and

- d. When the Confidential Information becomes available to the public through fact not arising from non-compliance with the obligation of confidentiality and non-disclosure by the Client and / or the individuals and legal entities related to it, either directly or indirectly.

3. Any disclosure made by the Client and not previously permitted by ZIEHL-ABEGG or, in the event of total or partial noncompliance with these confidentiality clauses, regardless of intent or fault, the Client shall be fully liable for such breach and shall indemnify ZIEHL-ABEGG. The Client expressly acknowledges that any disclosure and / or misuse of ZIEHL-ABEGG's Confidential Information may cause irreparable damage to ZIEHL-ABEGG and, as a result, the compensation is due to compensate for the damages caused by the disclosure.

4. The Client expressly agrees that ZIEHL-ABEGG may, without prejudice to other rights and means available, be

able to rely on the Judiciary to refrain from using the Confidential Information, through any injunction or other equivalent measure.

5. Considering that breach of these clauses, irrespective of intent or fault, may cause irreparable damage to ZIEHL-ABEGG, the Client hereby accepts that the measure described in the above item will not be considered as the only one in case of breach of these clauses, being that ZIEHL-ABEGG may take other legal measures as it deems appropriate, whether to terminate the breach or to make good the damage resulting from such breach of confidentiality and confidentiality.

#### **XIV. Miscellaneous**

1. Nothing in this General Terms and Conditions shall be construed so as to place the parties in relation to members, associates, joint ventures, free lease agreements, joint ventures, employment or joint and several liability, as neither party shall have the right to guarantee or make any representation on behalf of the other, unless express prior consent is given.

2. As a result of the formalization and execution of these General Terms and Conditions, neither party shall be authorized to contract obligations on behalf of the other party or to provide security on behalf of others, and each party shall be unilaterally responsible for the performance of its own obligations, including financial, social, fiscal, labor, tax and / or social security, and there is no joint and several liability between them.

3. Each party shall bear its respective tax burden, arising from the execution of these General Terms and Conditions, and the withholding of taxes and / or contributions, subject to the legal limits, shall be retained.

4. In the event ZIEHL-ABEGG is sued to bear the obligation of the Client, either during the term of these General Terms and Conditions or after the termination of the legal relationship, ZIEHL-ABEGG will be subrogated to the right to require that the Client shall comply with his obligation, without prejudice to postulating the compensation of the respective damages, including all expenses incurred for the defense of their respective interests, including in relation to the constitution of a lawyer, if necessary.

5. The present General Terms and Conditions being the complete agreement between the parties, substituting any other agreement or discussion, oral or in writing, and cannot be changed unless in writing and with the agreement of the parties, and the legal transaction here agreed to be governed and Interpreted in accordance with the Brazilian Civil Code.





6. ZIEHL-ABEGG reserves the right to unilaterally change these General Terms and Conditions, if necessary, but has to inform Customer of the altered items.

7. The parties hereby declare, in this act and for the legal purposes, that they have signed these General Terms and Conditions based on good faith in the contract, and are obliged to make it always firm, good and valuable.

8. Neither party may transfer or assign, in whole or in part, any rights and / or obligations contained in this agreement, except in the event of the express consent of the other party.

9. In the event that one of the parties is subject to a corporate or equity restructuring, by splitting, merging, incorporating, disposing of assets, it is immediately adjusted that this agreement will be extended and the company resulting from such a process will fully assume the obligations of the General Terms and Conditions.

10. Any party failing to demand, at any time, compliance with any of the clauses or conditions of this General Terms and Conditions, the injured party shall not be prevented from doing so when it sees fit to cause the defaulting party to comply strictly with all contractual conditions herein agreed upon.

11. In the event that either party tolerates any breach of the obligations hereunder, it does not in any way imply that the other party has been expressly or impliedly released from its obligations and that the infringed device has not been terminated.

12. Any disputes arising out of or relating to these General Terms and Conditions may be notified by one party to the other, and the parties undertake to use their best efforts to solve them amicably through direct negotiations held in good faith, within more than 10 (ten) calendar days.

13. Any notice or other communication from one party to the other, regarding the duties and rights contained in this agreement, must, necessarily, be made in writing and in Portuguese, by sending electronic correspondence, facsimile, letter or any other suitable means of communication, provided there is a formal proof of receipt, at the addresses mentioned in the preamble to this instrument, or to the addresses they expressly indicate, and may also be used to communicate the client about any changes that may occur. To be made by ZIEHL-ABEGG to these General Terms and Conditions.

14. The PARTIES declare that they have read all the clauses printed in this instrument, mainly regarding the rights and duties of each party, and are even assisted by their

respective lawyers, and consequently there is no vice of consent or any error that damages the object .

15. The PARTIES elect as a contractual forum that of the Comarca of Cajamar / SP, expressly renouncing any other, however privileged it may be, to resolve the questions arising from the interpretation and execution of these General Terms and Conditions.

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