

GENERAL TERMS & CONDITIONS PERFOTEC BV

Application and definitions

- For the purpose of these General Terms & Conditions the following definitions apply:

PerfoTec BV:	Seller or Lessor
Counterparty:	The natural person or legal entity who/that receives offers from the PerfoTec or enters into (Purchase or Rental) agreements with the PerfoTec.
PerfoTec Machinery:	All PerfoTec Lasers and gas flush systems including all of its elements and also including related machinery within the broadest sense of the word such as for example Respiration Meters.
Packing Products :	Foils, liner bags and all other kind of packing materials.
Installation work:	The installation of the PerfoTec Machinery sold and supplied by the PerfoTec.
PerfoTec Items:	PerfoTec Machinery as well as Packing Products.
Purchase agreement:	An agreement whereby PerfoTec undertakes to hand PerfoTec items to Counterparty against payment of an agreed price whereby the ownership transfer from PerfoTec to Counterparty.
Rental agreement:	An agreement whereby PerfoTec equipment is made available for rent by PerfoTec for a certain period of time to Counterparty. PerfoTec remains the owner of the PerfoTec equipment at all times.
- These General Terms & Conditions apply to all offers made by PerfoTec and to all agreements between PerfoTec and Counterparty. They also apply to all obligations arising from subsequent agreements between the same parties unless agreed upon otherwise.
- These General Terms & Conditions also apply to agreements between PerfoTec and Counterparty or to stipulations in agreements relating to maintenance, installation and repair work and other work to be performed by PerfoTec within the broadest sense of the word.
- Amendments and/or additions to any stipulation in an agreement and/or in these General Terms & Conditions only apply if they have been agreed upon in writing and relate exclusively to the agreement in question.
- The application of any general and/or special conditions of Counterparty is excluded, unless PerfoTec has agreed to such application in writing.
- In the event that one or more stipulations from these General Terms & Conditions prove to be invalid or are void this does not affect the validity of the other stipulations.
- The address submitted by Counterparty prior to or at the time of entering into the agreement can be used by PerfoTec to send Counterparty communications and/or notices, until such time as Counterparty has notified PerfoTec his new address in writing.

Quotes and offers

- PerfoTec makes clear distinction if the quotation is meant to be a purchase agreement or a rental agreement.
- A quote and offer is not binding to PerfoTec and only serves as an invitation to place an order or commission with PerfoTec. PerfoTec does not become bound by the quote or offer until Counterparty has signed the PerfoTec's Schedule or any other written agreement.
- PerfoTec can choose to accept in another manner than described in point 9, for instance by fully or partially complying with a request for delivery on the part of Counterparty, or by Sending an invoice to Counterparty who requested or accepted delivery.
- The possible documents that accompany an offer (such as drawings, technical descriptions etc.) with the PerfoTec's specification of numbers, sizes, weights and/or other details have been carefully prepared by PerfoTec. However, PerfoTec does not guarantee that later adjustments from such information will not be necessary. PerfoTec is not bound by errors such as calculation and writing errors in offers, quotes, prospects, publications, order confirmations, invoices and other documentation originating from PerfoTec.
- PerfoTec is the owner of all intellectual property rights pertaining to PerfoTec Machinery and the methods used in connection with PerfoTec Machinery. PerfoTec retains all intellectual and industrial property rights of the supplied PerfoTec Machinery, methods and of any designs, drawings, images, diagrams, material lists, software and other documentation. None of the aforementioned items and documentation may be fully or partially copied, shown or made available to third parties or used in interactions with third parties in any other way, without the express prior written permission of the PerfoTec. The delivery and/or sale and/or use of the PerfoTec Machinery does not constitute to a license under the intellectual property rights to use the PerfoTec Machinery and the methods pertaining thereto. Such a license can only be rendered by means of a written instrument which is signed by both PerfoTec and Counterparty.

Cost-increasing circumstances

13. If circumstances arise that may increase the costs for Counterparty PerfoTec must notify Counterparty accordingly as soon as possible.
14. Any cost-increasing circumstances that are not attributable to PerfoTec and not calculated into PerfoTec's offer will be for the expense of Counterparty only.
15. In the event that Covid-19 (or a future pandemic with a similar impact) or (1) causes an increase in prices/costs (of materials, labor, transportation) above those in the months prior to the signing date of this agreement or (2) other additional costs incurred as a result of Covid-19, these additional costs will be recoverable as a variation under the contract. Such costs include: medical tests and certifications required for travel, costs due to quarantine obligations (additional hotel, travel and labor costs) for technicians, engineers and operators.

Purchase Agreements

16. If PerfoTec's offer is accepted the agreement shall only come into existence if and to the extent that PerfoTec has confirmed his acceptance to Counterparty in writing or has commenced the realisation of the agreement.
17. PerfoTec cannot be bound to supply and/or realise Installation Work until after he has all the information required for this purpose in his possession – amongst which the confirmation that the site where the installation work will be performed will be ready for this work - and has received the agreed (upfront) payment. The possibly agreed upon delivery term will commence as of the moment that the PerfoTec has received the agreed upfront instalment payment from Counterparty unless agreed upon otherwise.

Execution of the Purchase Agreement

18. A. Deviations between offers, samples (or previous deliveries) and deliveries can form no reason to reject the delivery, terminate the agreement, suspend payment or demand compensation if the deviation is of minor consequence, whereby PerfoTec defines minor consequence as a quality that does not affect the essence of the delivered goods and their practical value and whereby, in any event (though not exclusively) PerfoTec has delivered proper performance, provided that the deviations fall within the tolerances referred to below. An average has to be taken from the entire order when assessing whether a delivery is compliant.
 - B. A delivery of Packing Products is compliant when differences in weight, thickness and dimensions do not exceed 15%.
 - C. The perforation of Packing Products is compliant when differences in the quantity, diameter and spreading of perforations do not exceed 15%.
 - D. Except in the event of attributable manufacturing failure, PerfoTec is not liable for (un)usability of any code, including the EAN codification, that is applied on the request of Counterparty.
 - E. For other specifications than those (Deviations) referred to in this Article, the deviation permitted in prior deliveries and, if they are lacking, the normal deviations delivered by the PerfoTec, are permissible.
19. Counterparty has the obligation vis à vis PerfoTec to enable the supply and/or execution of the Installation Work within the PerfoTec's normal working hours and under conditions that comply with statutory safety requirements and other government regulations applicable at the place where the work should be performed which standards will never be less than the applicable – average - standards in the European Union.
20. Counterparty takes care of and warrants that PerfoTec has all necessary governmental and non-governmental authorizations required for the delivery and/or the installation of PerfoTec Items (such as permits and exemptions) and any other approval needed for the delivery and/or the installation of PerfoTec Items at the time of the delivery and/or installation.
21. Counterparty takes care of and warrants the availability of sufficient electricity required for the installation of PerfoTec Machinery at the time of installation. The cost of the required sufficient electricity is for the expense of Counterparty only.
22. Counterparty is responsible for organizing the connection of the PerfoTec Machinery to the electricity network of the local utility company in question or the various public transmission networks respectively. The connection costs are for the expense of Counterparty only.
23. Counterparty warrants that any third-party work and/or deliveries that does/do not form part of the PerfoTec's Installation Work is performed and/or delivered in such a way and at such a time that the delivery and/or realization of the PerfoTec's installation work will not be impaired in any manner.
24. If the realisation of the Installation Work is delayed as a result of circumstances for which Counterparty is responsible (for example such as the conditions referred to in article 21) Counterparty must reimburse PerfoTec for any damages resulting thereof.
25. Counterparty bears the risk for damages caused by defects or unsuitability of items that originate from Counterparty or are prescribed by Counterparty or that must be purchased from a supplier prescribed by Counterparty, and for the late delivery of such items.
26. Counterparty bears the risk for damages caused by errors or defects in drawings, calculations, constructions, specifications and implementation regulations supplied by or on behalf of Counterparty.

27. During the realisation of the Installation Work by PerfoTec or the rendering of any other services, Counterparty bears the risk for damage to and loss of materials, components or tools that have been brought to the site by PerfoTec.
28. If PerfoTec has undertaken to install the sold and supplied PerfoTec Machinery the PerfoTec will only be liable in respect to the functioning of that Machinery under the condition that:
 - the installation took place according to PerfoTec's instructions and under his responsibility.
 - the functioning of the PerfoTec Machinery is not negatively influenced by environmental factors at the site where the installation took place. All necessary adjustments of floors, partitions and walls as well as other adjustments to environmental factors needed for the proper functioning of the supplied PerfoTec Machinery are at the expense of the Counterparty only.

Prices of the Purchase Agreement

29. During the existence of the Agreement PerfoTec has the right to change an agreed upon price annually with the percentage indicated by the European Index of Consumer Prices, All Items Index, applying for the whole the European Union. If PerfoTec increases his prices within three months after the agreement was entered into, Counterparty is entitled to fully or partially dissolve the agreement in writing within eight days after notification of the price increase.
30. If after order acceptance PerfoTec demonstrates that its purchasing costs have increased by more than 10% as a result of general price increases and/or currency fluctuations PerfoTec is entitled to increase the agreed upon price accordingly. In such case Counterparty is entitled to fully or partially dissolve the agreement in writing within eight (8) days after notification of the price increase.
31. All prices are exclusive of VAT, packaging, freight and transport insurance unless the offer stipulates otherwise.

Delivery of the Purchase Agreement

32. Delivery terms quoted by PerfoTec are based on conditions applicable at the time of the entering into of the agreement and to the extent that they are dependent on the performance of third parties, on the information such third parties have provided PerfoTec with. PerfoTec will always try to comply with the quoted delivery times as much as possible.
33. The quoted delivery terms are an indication only and will never constitute a strict deadline, unless expressly agreed upon otherwise.
34. If the delivery term has not been met, Counterparty is not entitled to any compensation.
35. If the delivery time is exceeded by more than sixty (60) days Counterparty has the right to send PerfoTec a written notice of default and propose a reasonable term for PerfoTec to comply with his obligations in absence whereof the agreement can be terminated by Counterparty.
36. PerfoTec is entitled to make partial deliveries.
37. If a particular quantity of Packing Products is agreed on for sale and purchase, PerfoTec will not be in default of fulfilling the agreement if the quantity delivered does not deviate by more than 10% (above or below) the quantity ordered. In the case of such difference, the actual quantity delivered will be invoiced.
38. If the quantity of Packing Products delivered deviates by a percentage greater than 10% (above or below) the quantity ordered, the Counterparty must communicate the difference and confirm it in writing within eight days after the date of delivery, indicating the goods delivered, quantity of goods actually received versus quantity indicated on the waybill. If the difference is indicated at a later time, the Counterparty will no longer be entitled to appeal the invoiced and actually delivered quantity or claim subsequent delivery of the insufficient quantity delivered.
39. If the Packing Products delivered show observable defects on receipt, Counterparty must claim these in writing from PerfoTec no later than two (2) business days after delivery, failing all claims by Counterparty against PerfoTec in that regard will lapse.
40. If the Packing Products delivered show hidden defects, or form defects, these must be claimed from PerfoTec within two (2) business days after they are observed, failing which all claims will lapse.
41. The PerfoTec Machinery and the Installation Work are considered to have been accepted by Counterparty at such time when:
 - PerfoTec has notified Counterparty that the installation has been completed, tested and is operational and Counterparty has approved or accepted the installation and PerfoTec Machinery; or
 - if within the period of eight (8) days after PerfoTec has notified Counterparty in writing that the installation has been completed, tested and is operational, Counterparty has failed to disapprove or complain in writing about PerfoTec Machinery and/or the Installation Work.
 - Counterparty takes the supplied PerfoTec Machinery into use (early).
42. Minor defects that can be remedied during the warranty period and that do not affect the functioning of the PerfoTec Machinery will not impede a proper delivery.
43. The acceptance as outlined in article 41 releases PerfoTec from any liability for defects Counterparty should reasonably have noted at the time of the installation of the PerfoTec Machinery.

44. The risk will be transferred from PerfoTec to Counterparty upon delivery of the PerfoTec Items to the transporter unless agreed upon otherwise.
45. The PerfoTec will supply the Packing Products, PerfoTec Machinery, components, accessories and tools from PerfoTec's premises, unless an alternative arrangement has been agreed upon in writing. Transport is not included unless agreed upon otherwise.
46. Dispatch and transport are at the expense of Counterparty, and for the responsibility of Counterparty unless an alternative arrangement has been agreed in writing. Dispatch and transport are not included in the price unless agreed upon.
47. Unless an alternative arrangement has been agreed upon in writing, import and export duties, stamp duties, station and inward clearing costs, taxes etc. will be at the expense of Counterparty and are not included in the price.
48. If Counterparty does not take delivery of the PerfoTec Items, components, accessories, tools and other articles he has ordered, or does not purchase them within the appropriate term, Counterparty is in default without a notice of default being required. In this case PerfoTec is entitled to store the items at the risk and expense of Counterparty, or sell them to a third party. Counterparty remains liable for the purchase amount, with interest and costs (by way of compensation) where applicable, minus the net revenue of any sales to third parties.

Retention of title with a Purchase Agreement

49. Notwithstanding article 44, ownership of the Items supplied to Counterparty will not pass to Counterparty until Counterparty has paid in full all monies he owes or will owe to PerfoTec for the supplied or to be supplied Items, including the installation costs and including any surcharges, interest, taxes and costs payable pursuant to these terms or the agreement.
50. The failure to pay on any due date shall entitle PerfoTec to reclaim the Items sold. Counterparty undertakes to communicate the existence of this retention of title clause to any third party wishing to acquire the Purchased Items. Throughout the validity of the retention of title clause, Counterparty undertakes to maintain and conserve the Items in good condition for the purpose for which they are intended, at its cost, and to maintain the labels or other material used to identify PerfoTec's ownership of the Items. In the event that Counterparty breaches its obligation to pay the price, interest and expenses to PerfoTec in the term stipulated to that end, PerfoTec shall notify Counterparty of this fact, indicating the date and time of collection of the Items from Counterparty's warehouse, or, at PerfoTec's option, to claim free dispatch of the Items to PerfoTec's warehouse. If Counterparty has transferred ownership of the Items to a third party, or if as a result of any circumstance a third party has become the owner of the Items, Counterparty shall assign to PerfoTec, upon the PerfoTec's request, the actions in its favor against any such third party.

Warranty with a Purchase Agreement

51. PerfoTec renders a warranty for the components of the new PerfoTec Machinery supplied by PerfoTec for a period of twelve (12) months after delivery. If it is necessary to send a technician to replace or repair faulty components Counterparty will be charged for the usual cost of the technician.
52. The aforementioned warranty in respect of the repair or free supply of a new component does not include any statutory levies in respect of the component to be supplied free of charge, or import duties and turnover tax; these will be at the expense of Counterparty.
53. The warranty obligation only covers defects that could not reasonably have been visible at the time of the installation and that become manifest under normal conditions after the installation and with the correct use of the PerfoTec Machinery. The warranty does not cover defects that are the result of inadequate maintenance on the part of Counterparty, alterations to the PerfoTec Machinery without prior written permission from PerfoTec, or repairs performed by or on behalf of Counterparty or normal wear and tear or defects for which Counterparty is liable pursuant to articles 25- 26 - 27.
54. In order to be able to invoke the rights pursuant to articles 51- 52 - 53, the Counterparty must:
 - notify PerfoTec in writing of the observed defects forthwith and at least within eight (8) days after the defect became apparent;
 - demonstrate that the defects can be attributed to the inferior quality or inadequate construction of the PerfoTec Machinery or are the direct consequence of an attributable error of PerfoTec in the realisation of the Installation Work.
 - grant every assistance to enable PerfoTec to remedy the defects within a reasonable period of time.
55. Any claim in respect of supplied items does not affect the rights and obligations of the parties in respect to other previously supplied items even if those items are or will be supplied pursuant to the same agreement.

Liability and indemnity with a Purchase Agreement

56. PerfoTec is not liable in whatever manner for defects which do not fall within the scope of the warranty described in articles 51– 55 unless the parties entered into a Full Service Contract in which PerfoTec's obligations are further outlined.
57. PerfoTec is never liable for any indirect damages, such as those caused by operational holdups, lost profits, delays or disruptions or any other trading losses for any reason or of any nature.

58. PerfoTec is never liable for any damages arising as a result of the use of drawings and/or technical information compiled by third parties, irrespective of whether these drawings and/or this information were/was supplied by Counterparty.
59. PerfoTec is not liable for any loss, vandalism, theft or damage of any items, such as materials, semi-finished products and machinery Counterparty makes available for the execution of the agreement. Counterparty is responsible for the insurance of these items.
60. Counterparty indemnifies PerfoTec against claims by third parties relating to the use of the items referred to in articles 57 and 58.

Amount of the compensation with a Purchase Agreement

61. If, without prejudice to the stipulations in articles 54 - 58, PerfoTec is obliged to reimburse Counterparty for damages suffered, this compensation will never exceed the sum of the amount of PerfoTec's insurance maximum and the payments made by his insurance company unless agreed upon otherwise.
62. Any claim to compensation for or repair of damages suffered before or after the installation respectively the becoming apparent of the defect is void if PerfoTec has not been notified of this claim within eight (8) days upon the installation or the becoming apparent of the defect.
63. Any legal claims for compensation for or repair of damages Counterparty has against PerfoTec pursuant to these terms expire one (1) year after Counterparty has notified PerfoTec of the claim.

Force majeure with a Purchase Agreement

64. If PerfoTec is unable to meet his obligations towards Counterparty as a result of a non-attributable shortcoming (force majeure), PerfoTec is entitled, without the intervention of the court, to either suspend the realisation of the work for the duration of the hindrance but never longer than six (6) months, or to cease the work in unfinished condition, without being liable for any damages. All costs incurred by PerfoTec up to that point will become due and payable forthwith and in full.
65. Force majeure on the part of PerfoTec is deemed to be any circumstance PerfoTec has no influence over that fully or partially prevents PerfoTec from meeting his obligations towards Counterparty, or which implies that PerfoTec cannot reasonably be expected to meet his obligations, irrespective of whether this circumstance could have been foreseen at the time the agreement was signed. Such circumstances include but not exclusively, among others: strikes, lockouts, fire, equipment breakdown, delays or failure to meet their obligations on the part of PerfoTec's suppliers, problems with transport organized by PerfoTec or third parties and/or any government measures, as well as the lack of any government-issued permit, work stoppages, loss of any components to be incorporated, import or trade prohibitions.

Rental Agreement

66. The rental agreement relates to the therein described PerfoTec equipment and is concluded for the rental period stated therein.
67. Counterparty owes PerfoTec a rent for the PerfoTec equipment for the agreed rental period and the rent calculation continues until the equipment is returned at PerfoTec premises and ready for a new rental period.
68. The purchase of the necessary accessories and the deposit owed by Counterparty are paid in advance and calculated with due observance of the relevant rates of PerfoTec.
69. If a quotation from PerfoTec is accepted by Counterparty, a rental agreement will only be concluded if and insofar PerfoTec has confirmed its acceptance to Counterparty in writing or has started to execute the agreement.
70. It is hereby expressly agreed that Counterparty is prohibited from giving, selling, storing, subletting or otherwise alienating the rented property to third parties.
71. Counterparty is also prohibited from dismantling all or part of the rented property or from carrying out any repair operations on the rented property or having it carried out without the prior consent of PerfoTec.
72. If Counterparty, after placing and accepting the order, wishes to cancel it, for whatever reason, PerfoTec has the right - at PerfoTec discretion - either to oblige Counterparty to fully comply with the agreement, or to accept the cancellation under the condition that counterparty pays a fixed compensation within a period determined by PerfoTec, equal to 20% of the amount of the assignment.

Availability Rental Agreement

73. Counterparty is obliged, before taking receipt of the rented equipment, to pay PerfoTec a by PerfoTec determined deposit.
74. Counterparty must collect the rented property from PerfoTec and return it to the premises of PerfoTec again upon termination of the rental contract at the risk of Counterparty, unless it has been expressly agreed between the parties that PerfoTec will charge itself with the transport of the rented property.
75. If PerfoTec has committed itself towards Counterparty to deliver the rented equipment to Counterparty, PerfoTec will strive to adhere as accurately as possible to the agreed delivery period. The delivery period is approximate and is deemed not to be fatal.

76. From the moment that Counterparty has taken receipt of the rented equipment, it is entirely at its risk. Counterparty also declares to have received the rented equipment in good and clean condition. Complaints must be made immediately upon arrival with regards to the numbers of the items, deviations in numbers and quality, specifications of PerfoTec equipment and / or PerfoTec articles. In the event of disputes, the administrative data of PerfoTec are decisive.
77. Counterparty undertakes to insure the rented equipment made available under retention of title and to keep it insured against fire, explosion and water damage as well as against theft and damage caused by third parties.
78. Loss, alienation, damage, decay, theft, embezzlement or encumbrance of the rented equipment must be reported to PerfoTec in writing immediately after discovery by Counterparty. If third parties seize the equipment made available under retention of title or wish to establish or assert rights thereon, Counterparty is obliged to immediately inform PerfoTec thereof.
79. In the event of loss, alienation, damage, decay, theft or embezzlement or encumbrance of the rented equipment, Counterparty must compensate PerfoTec for the new value of the rented equipment in accordance with the price list applicable at that time, all this without prejudice to Counterparty's obligation to compensate PerfoTec for all other damage, including loss of profit, costs and interest.
80. In the event of loss, alienation, damage, decay, theft or embezzlement or encumbrance of the rented equipment, Counterparty is nevertheless obliged to pay the rental periods, due on the basis of the rental agreement, as if the rented equipment is not missing, alienated, damaged, decayed, stolen, embezzled or encumbered. Furthermore, Counterparty is obliged to pay PerfoTec a fixed compensation in connection with the loss of profit by PerfoTec. The amount of the fixed compensation is equal to six (6) months' rent.

Retention of title with the Rental Agreement

81. PerfoTec retains ownership of all PerfoTec equipment and/or PerfoTec items at all times and Counterparty never acquires ownership of the rented items.

Liability and indemnification in the event of a Rental Agreement

82. In order to avoid the risk of damage or injury to itself or to third parties and to prevent damage to the equipment or goods of third parties, Counterparty must treat the rented equipment both in and out of use with required care and with due observance of the instructions for use. Counterparty must therefore scrupulously observe the user and safety instructions that are present on the rented equipment or are given by PerfoTec.
83. Until the moment that the rented equipment has actually been taken into receipt by PerfoTec again, Counterparty is liable to PerfoTec for all damage that may be caused to the rented equipment, regardless of whether Counterparty is to blame, as well as for all repair and installation costs of the rented equipment.
84. PerfoTec is not liable for any damage that the rented equipment may incur after receipt by Counterparty, nor also for the indirect damage caused as a result.
85. PerfoTec is also not liable for any direct or indirect damage, which may be caused by the rented equipment.
86. Counterparty is obliged to indemnify and indemnify PerfoTec against all claims that third parties bring against Counterparty in respect of damage caused by the rented equipment.
87. The expertise made by PerfoTec with regard to determining the damage, repair and installation costs to the rented equipment will be fully borne by Counterparty.

Payment

88. Unless agreed upon otherwise, payment must be made within thirty (30) days after invoice date. If Counterparty does not pay within the agreed upon term he will be in default from the due date of the invoice without a prior notice of default being required.
89. From the due date of the invoice Counterparty must pay 1% interest per month on the outstanding amount as well as any extrajudicial collection costs incurred, which will not be less than 15% of the principal sum, with a minimum of 250 Euro. Actual extrajudicial costs are in any case payable if PerfoTec has sought the assistance of a third party to collect the outstanding amount.

Default/dissolution

90. If Counterparty does not comply with any of his obligations pursuant to this agreement or to these terms, or if Counterparty complies inadequately, incorrect, incomplete or late, Counterparty is in default without official notice of default being required, and PerfoTec is entitled to:
 - suspend his obligations under the agreement and any directly associated agreements until defects are repaired or payment has been sufficiently guaranteed; and/or
 - fully or partially dissolve the agreement and any directly associated agreements;without PerfoTec being liable to pay any damages and without prejudice to PerfoTec's other rights.
91. In the event of a (temporary) moratorium on payments or bankruptcy of Counterparty, or a guardianship order in respect of Counterparty, all agreements with PerfoTec will be dissolved by operation of law unless Counterparty notifies PerfoTec within a reasonable period that he requires compliance with (part of) the agreements(s) in question,

in which case PerfoTec is entitled, without a requirement for notice of default, to suspend the realisation of the agreement(s) in question until such time as payment has been sufficiently guaranteed, without prejudice to PerfoTec's other rights.

Applicable law and competent court

92. Dutch law applies to this agreement and to these terms as if this agreement was only connected to the territory of The Netherlands.
93. Any disputes that arise as a result of this agreement or of these terms will, unless the imperative rules of law dictate otherwise, exclusively be brought before the Court in Utrecht, The Netherlands, including its injunctive relief judge.
94. Counterparty will not oppose the perfecting of a judgment issued by the court/judge mentioned in article 92 and 93.