

GENERAL TERMS AND CONDITIONS OF EMERIO B.V. REGISTERED IN HAARLEM

Registered with the Chamber of Commerce in Amsterdam under number 34333839

1 - Definitions

In these Terms and Conditions of Purchase the terms listed below have the following meaning:

Buyer: any natural or legal person with whom the Supplier has concluded an Agreement

Consumer: Buyer, a natural person, not acting in the course of a profession or business

Supplier: the private company with limited liability Emerio B.V., having its registered office in Haarlem and registered with the Chamber of Commerce in Amsterdam under number 34333839 or one of its subsidiaries or group companies

Agreement: any and all agreements between Buyer and a Supplier with respect to the purchase of goods by Buyer and/or the performance of work and provision of services by Supplier, in addition to any and all acts (including legal acts) that are related to the foregoing

Quotation: the written record, containing an offer, made by the Supplier of agreements concerning the products to be delivered by the Supplier

Product: all products traded and sold by the Supplier

Conditions: these general conditions, as filed with the Chamber of Commerce and Industry for Amsterdam under number 34333839.

2 - Applicability

- 1 These Conditions govern any and all applications, offers, Quotations, assignments, purchase orders, order confirmations, Agreements and other legal acts in respect of the goods to be delivered, services to be performed, assignments to be carried out and other work to be performed by Supplier for Buyer.
- 2 Only these Conditions shall apply to all Quotations made by the Supplier and to all Agreements between the Supplier and the Buyer, regardless of any (previous) reference by the Buyer to his own or other general conditions. The Supplier explicitly rejects any general conditions declared applicable by the Buyer, unless explicitly agreed otherwise in writing.
- 3 Any deviating Conditions (conditions) shall not apply, and shall only apply if confirmed in writing by the Supplier and only to the Agreement for which they were made; for the rest, these Conditions shall remain in force.
- 4 If any part of the Conditions is null and void or is nullified, the other provisions of the Conditions will remain fully in force and the parties will be bound to make every effort to agree on a replacement clause that is valid and that matches the original intentions of the parties as closely as possible.
- 5 These Conditions shall remain valid even after termination or dissolution of all or part of the Agreement.

3 - Offer and acceptance

- 1 All offers, Quotations, delivery times etc. made by the Supplier are without obligation, unless it will contain a term for acceptance. If a Quotation or offer contains

an offer without obligation and this is accepted by the Buyer, the Supplier has the right to revoke the offer within two days of receiving the acceptance.

- 2 The offers and Quotations are not without obligation if the activities to be performed are laid down in a complete description, whether or not accompanied by a drawing or several drawings. The aforementioned description or drawing must be made and attached to the offers and Quotations at the same time. In that case, the description or drawing will be binding on the Supplier and the Buyer.
- 3 An Agreement is deemed to have been concluded at the moment the Supplier has accepted the Quotation by the Buyer or the Buyer's order in writing, or at the moment the Supplier has started to perform the Agreement.
- 4 If the acceptance (whether or not on minor points) deviates from the offer included in the Quotation or the offer, the Supplier is not bound by it. The Agreement shall then not be concluded in accordance with this deviating acceptance, unless the Supplier indicates otherwise.
- 5 A composite Quotation shall not oblige the Supplier to perform the order party for a corresponding part of the quoted price. Offers or Quotations do not apply automatically to future orders.
- 6 All price lists, brochures and other information provided with a Quotation have been drawn up to the best of the Supplier's ability, but are not binding unless expressly agreed otherwise in writing.
- 7 The Supplier is not bound to fulfil obligations arising from an Agreement if the Agreement is concluded with an unauthorised representative of the Supplier.

4 - Agreement

- 1 The Agreement is concluded at the moment the Buyer accepts the offer and fulfils the conditions stipulated therein, or at the moment the Supplier commences the execution / implementation of the Agreement. An Agreement is deemed to have been concluded at the moment the Buyer has accepted the offer by means of an order confirmation or by following the procedure indicated on the website.
- 2 The Agreement with all appendices contains all arrangements between the parties and replaces all other arrangements, commitments and agreements between the parties in this regard.
- 3 If the Buyer has accepted the offer electronically, the Supplier shall confirm the acceptance of the offer electronically as well.
- 4 If the Agreement is concluded electronically, the Supplier shall take appropriate measures to secure the electronic transfer of data and shall ensure a safe web environment. If the Buyer can pay electronically, the Supplier shall observe appropriate safety measures.
- 5 The Quotation shall indicate what the order includes

and what delivery it will entail.

- 6 The Buyer shall only use the Quotation issued by the Supplier and the knowledge and ideas of the Supplier contained therein to evaluate its interest in granting the order. The provisions set out here also apply to proposals to change, supplement and/or extend the order.

5 - Prices, invoicing and payment

- 1 All prices shall include VAT, carriage and shipping costs and shall be quoted in euros.
- 2 The prices offered apply only to the quantities offered.
- 3 Unforeseen price increases, including increases caused by cost-price-increasing government measures, public taxes or levies, may be passed on by the Supplier to the Customer after the conclusion of the Agreement, but before delivery of the Product.
- 4 In the case of a Consumer, contrary to sub 3 of this article, price increases may be passed on/charged from three months after the conclusion of the Agreement. In the event of a price increase in the shorter term, the Consumer is entitled to dissolve the Agreement without further costs.

6 - Delivery of goods

- 1 The quantities delivered shall be in accordance with those stated in the Agreement, subject to deviations.
- 2 Stated delivery times shall be approximate and shall never be regarded as strict deadlines. Exceeding the delivery time for whatever reason, including circumstances at Suppliers or the transport company, does not entitle the Buyer to compensation, nor to dissolve the Agreement, nor to suspend or not to comply with any obligation of the Buyer towards the Supplier.
- 3 Delivery shall be deemed to have taken place
 - a. if the Product is picked up by or on behalf of the Buyer;
 - b. by taking delivery of the Products;
 - c. if the Product is dispatched, whether or not through the intermediary of a professional carrier: by the transfer of the Products to such carrier.
- 4 Delivery shall be made once to the address of the Buyer as stated in the Agreement, even if the Products are intended by the Buyer to be distributed to different addresses. The Buyer shall ensure that the address is easily accessible and shall be responsible for unloading the Products.
- 5 If the delivery is accepted, this shall be considered as agreement to these Conditions and as confirmation of order.
- 6 The risk of the Products is transferred to the Buyer at the moment the Products leave the Supplier's factory or warehouse or when the Buyer is notified at the contractually agreed time that the Products are ready for collection.
- 7 All goods delivered to the Buyer, including within the framework of the Services, remain the property of the Supplier, until all amounts owed by the Buyer for the goods delivered or to be delivered under the

agreement or activities carried out or to be carried out, as well as the amounts referred to in article 7.6, including interest and collection costs, have been paid to the Supplier in full.

- 8 Rights are always granted to the Buyer or, as the case may be, transferred provided that the Buyer pays the agreed fees in time and in full.
- 9 If the Buyer and / or his personnel and / or his auxiliary persons take care of / help with unloading, the risk of breakage and damage during unloading shall be borne by the Buyer.
- 10 Unloading of Products next to the means of transport - if possible on the Buyer's premises - will be at the expense of the Buyer. Waiting times before unloading can commence shall be for the Buyer's account for up to one hour. If the waiting time is longer than one hour, the additional costs of both the forwarder and the risk coverage shall be at the Buyer's expense.
- 11 Any delivery shall be made on the condition that the Supplier has sufficient stock available.
- 12 If the Product cannot be delivered due to circumstances for which the Supplier is or can not be held liable, the Supplier shall be deemed to have fulfilled his obligation to deliver the Product by keeping the Product at the disposal of the Buyer, provided that the Buyer has been notified thereof within three working days after the Product has become ready for dispatch.
- 13 Exceeding the delivery time for any reason whatsoever, including circumstances occurring at the Supplier's premises, shall not give the Buyer the right to claim compensation or to rescind the Agreement, or to suspend/not fulfil any of the Buyer's obligations towards the Supplier.
- 14 The Supplier has the right to deliver in parts. Such partial delivery shall be regarded as a separate transaction.
- 15 If the Supplier has to recall the delivered or to be delivered Products on the basis of a legal obligation, also including an obligation arising from European legislation, the Buyer is obliged to fully cooperate therewith, without any right to compensation. The Agreement shall be considered dissolved in this case.
- 16 If delivery is not possible, the Supplier shall timely inform the Buyer. If the Buyer has already paid the consideration, it shall be reimbursed by the Supplier if the Products ordered cannot be replaced by other Products.

7 - Cooperation by the Buyer

- 1 The Buyer shall always timely provide the Supplier with all useful and necessary data or information for the proper performance of the Agreement and shall cooperate fully.
- 2 The Buyer bears the risk of any misunderstandings with regard to the content and performance of the Agreement, if these should reasonably be at the Buyer's risk or are caused by specifications, information or other communications not received by

the Supplier, or not received correctly, on time or in full, or communicated orally or by a person appointed by the Buyer or transmitted by any technical means such as telephone, e-mail and similar transmission media such as EDI.

- 3 If data necessary for the execution of the Agreement are not at the Supplier's disposal or are not at the Supplier's disposal in time or in accordance with the Agreements made, or if the Buyer fails to fulfil his obligations in any other way, the Supplier is in any case entitled to suspend the execution of the Agreement and can charge the resulting costs incurred in accordance with his usual rates.
- 4 The Buyer shall indemnify the Supplier against claims from third parties, including the Supplier's employees, who, in connection with the performance of the Agreement, suffer damages as a result of Buyer's acts or omissions or unsafe situations in his organisation.

8 - Transport

- 1 Products shall be dispatched in a manner to be determined by the Supplier, but at the expense and risk of the Buyer, except for those which according to the agreed Incoterms 2020 (DDP) are at the account and risk of the Supplier.
- 2 The Supplier is not liable for damages, of whatever nature and form, in connection with the transport, whether or not suffered by the Products, except for those damages which should be at the account and risk of the Supplier according to the agreed Incoterms 2020.
- 3 The Buyer shall take out adequate insurance against the aforementioned risks.

9 - Force majeure

- 1 The Supplier is not liable if and insofar as his Agreements cannot be fulfilled due to force majeure. Force majeure is defined as any exceptional cause, as well as any circumstance which in all fairness and reasonableness should not be at the risk for the Supplier.
- 2 If the Supplier, as a result of force majeure or any other extraordinary circumstance - including but not limited to strikes, excessive absenteeism of personnel, transport difficulties, defects in auxiliary or transport equipment, insufficient supply of raw materials/products, fire, war, riots, domestic and foreign disturbances, government measures, business interruptions due to fire, accident or other occurrences If the Supplier is unable to fulfil his obligations arising from the Agreement, or is unable to do so in time or in full, he has the right to execute the Agreement at a later date or to declare it wholly or partially dissolved without judicial intervention. In no case shall the Supplier be obliged to pay any penalty or compensation.
- 3 In case of dissolution as referred to under article 9.2, the Buyer shall be obliged to purchase the Products available under the Agreement and to pay the

purchase price proportionally.

- 4 In case of force majeure or extraordinary circumstances on Supplier's side occur, the Buyer shall not be entitled to dissolve the Agreement and/or to claim damages.
- 5 Should the Buyer be in default in any way towards the Supplier, the Buyer shall be obliged to fulfil its obligations in the event of a cessation of payment, application for a moratorium, bankruptcy, attachment, cession of assets or liquidation of the Buyer's Products, all debts owed by the Buyer to the Supplier under any Agreement shall become immediately due and payable in full.

10 - Checking of delivery and complaints

- 1 After delivery of the Products, the Buyer is obliged to check whether the delivery does comply with its order or its assignment, in the absence of which he shall notify the Supplier in writing and stating the reasons within 24 hours or on the first working day after the day of delivery. Complaints regarding externally visible damage/defects must also be reported within the aforementioned term.
- 2 The Buyer must notify the Supplier in writing of any imperceptible defect in the delivered Products within eight days after its discovery or Buyer reasonably could have discovered the defect.
- 3 If the Supplier has not been notified of the above-mentioned complaints within the periods specified, the Products shall be deemed to have been received in good condition.
- 4 The Supplier can only deal with complaints concerning the delivered Products if the delivered Products are returned to the Supplier and are still in the original unopened packaging, except when this packaging has been opened necessary in order to ascertain the defect, and furthermore if the delivered Products have been treated, stored and/or kept in accordance with the applicable legal guidelines and in the manner prescribed or advised on the packaging or otherwise by the Supplier or producer.
- 5 If a complaint is found to be well-founded, the Supplier will subsequently fulfil the conditions free of charge and carriage paid, in a way chosen by Supplier. Subsequent compliance is only considered to be unsuccessful and a failure to fulfil its obligations after two unsuccessful attempts of repair have been made by Supplier.
- 6 The ownership of Products, about which the Buyer complains, remains or becomes the property of the Supplier without prejudice to any payment of the purchase price by the Buyer.
- 7 The Buyer loses all rights and powers he had on the basis of defectiveness of the Product / Delivery if he has acted contrary to the provisions in article 10.3 and / or if he has not complained in the way indicated and within the periods mentioned in this article and/or if he has given the Supplier the opportunity to repair the defect.

- 8 Complaints do not suspend the Buyer's payment obligation.
- 9 For Consumers, in case of non-visible defects, a complaint period shall apply in accordance with the applicable legislation.

11- Guarantee

- 1 Supplier guarantees that the goods to be delivered or the work to be carried out or the services to be provided and / or the work to be performed will be in accordance with the Agreement and these Conditions.
- 2 If the delivered Products do not comply with the quality standards referred to in Article 11.1, the Buyer is only entitled to replacement of the delivered Products or the crediting of the invoices relating to the rejected Products, at the discretion of the Supplier.
- 3 The Buyer cannot invoke the warranty provisions and indemnifies the Supplier against any claims by third parties for compensation of damage if:
 - a. the damage was caused by incompetent use and / or use contrary to the instructions of the Supplier and / or incompetent storage (storage in the original packaging) of the delivered Products by the Buyer;
 - b. the damage was caused by the Buyer not acting in accordance with the instructions and/or advice given by the Supplier;
 - c. the damage was caused by errors / inaccuracies in data, (materials), data carriers, etc. provided and / or prescribed to the Supplier by or on behalf of the Buyer;
 - d. the Buyer has treated the Products negligently in any other way.
- 4 The guarantee described in this article shall apply only if and insofar as the Buyer as fulfilled his notification and other obligations as stated in Article 10.

12 - Liability

- 1 Without prejudice to the guarantee provisions as described in Article 11, the Supplier hereby explicitly excludes any liability towards the Buyer for any damage, on any account whatsoever, including all direct damage, such as consequential damages or trading loss, except for liability for damage caused by intent or gross negligence on the part of the Supplier and / or his employees.
- 2 If and insofar as the Supplier is subject to any liability, for whatever reason, such liability is at all times limited to the invoiced amount related to the performance or delivery, on the understanding that the Supplier will never be liable for more than the maximum amount for which it is insured.
- 3 In all cases the period to hold the Supplier liable for damages is limited to six months. In all cases where the other party is a Consumer, a maximum period of one year shall apply.
- 4 The Supplier reserves the right to charge administration and / or other internal costs with a

maximum of 50% of the invoice amount if the Products are returned in an undamaged and unused state.

- 5 The Buyer indemnifies the Supplier against all claims pursuant to product liability legislation, or liability pursuant to similar foreign legislation, whether or not based on the EC-directives on product liability for defective products (OJEC, 7.10.85, no. L210/29), unless it is decided in a final and conclusive judgment that the Supplier is guilty of gross negligence or intent, in which case the right of recourse under the applicable legislation applies.
- 6 The Supplier is not liable for damages caused by intent or similar gross negligence of non-managerial staff or for damages caused by acts or omissions of third parties engaged by the Supplier in the performance of the Agreement.
- 7 The Buyer who claims to have suffered damages as a result of a defect in the Product shall bear the burden of proof that his damage is caused by the defect in the Product, that damages has arisen and that a defect exists.
- 8 The time limits pursuant to article 10, including the expiry periods of Articles 10.5 and 10.6, shall apply without prejudice to the bringing of a claim for damages by the Buyer. On the understanding that the Buyer must, at the risk of forfeiting any rights to compensation. institute a claim for compensation within aforesaid periods of time.

13 - Pledge on claims

If the Buyer fails to fulfil its obligations towards the Supplier, the Supplier has the right to establish a lien on all claims, present and future, of the Buyer against third parties. The Buyer is obliged to cooperate with the legal enforcement of the said pledge(s) or comparable security right at the expense of the Buyer.

14 - Payment

- 1 Invoices must be paid within 30 days of the invoice date by transfer to a bank account number specified / indicated by the Supplier. All payment terms are to be regarded as (strict) deadlines, unless otherwise agreed in writing.
- 2 If the Buyer fails to pay the amounts due within the agreed term, the Buyer shall owe statutory interest on the outstanding amount, without any notice of default being required. If the Buyer fails to pay the claim after notice of default, the claim may be passed on to a third party.
- 3 If the Agreement is concluded with several Buyers, then all Buyers are jointly and severally liable for fulfilling the obligations as set out in this article and other articles from which obligations arise for the Buyers, regardless of what is stated in the Agreement and regardless of the name of the invoice.
- 4 Offsetting or taking discounts by Buyer of amounts payable by him to the Supplier on the basis of the Agreement with claims on the Supplier is not permitted.

- 5 Products are deemed not to have been paid for if the Buyer has not demonstrated payment thereof.
- 6 The amounts paid by the Buyer shall first be applied to settle all interest and costs owed and then to settle due and payable invoices which have been outstanding for the longest period of time, even if the Buyer states that the payment relates to a later invoice.
- 7 The Buyer is not entitled to suspend payment or to set off (part of) the purchase price, not even if the Supplier is entitled to suspend his obligations, including his guarantee obligations. At all times the Supplier is entitled to demand that the Buyer provides security for the fulfilment of his obligations. If the Buyer does not fulfil this claim of the Supplier, the provisions of Article 13 shall apply accordingly.
- 8 If, to Supplier's opinion, the Buyer's financial position or payment record gives cause to do so, the Supplier is entitled to demand that the Buyer makes full or partial advance payments and/or provides (additional) security in a form to be determined by the Supplier, for example in the form of a pledge. If the Buyer fails to provide the required security, the Supplier is entitled, without prejudice to its other rights, to immediately suspend further performance of the Agreement and all that the Buyer owes the Supplier for whatever reason will be immediately due and payable.
- 9 If the Buyer fails to pay, fails to pay on time or fails to pay in full, he shall be liable, without further notice of default, to a credit limitation surcharge of 2% calculated from the due date until the date of payment in full.
- 10 If the Buyer does not pay, does not pay on time or does not pay in full, it shall owe, without further notice of default, interest on the outstanding invoice amount at 2% above the statutory commercial interest rate from the due date until the date of payment in full.
- 11 Furthermore, all costs related to the collection of the overdue amount, including the costs of legal assistance, shall be borne by the Buyer, in which case, in addition to the total amount due at that time, the Buyer shall also be obliged to fully reimburse extrajudicial and judicial costs, including all costs calculated by external experts in addition to the costs established in law, in connection with the collection of this claim or the exercise of rights otherwise, which amount to at least 15% of the principal sum and the interest on arrears, as well as the total judicial costs, even if any litigation costs are lower than the actual costs incurred.
- 12 Late payment gives the Supplier the right to suspend or dissolve his performance as a result of the present and / or other agreements with the Buyer, without the Buyer being entitled to damages or dissolution of the Agreement and without prejudice to the Supplier's right to compensation for any loss, loss of profit and other consequential damage.

13 At any time, the Supplier may require from the Buyer payment in advance of all or part of the agreed price.

15 - Complaints on invoices

- 1 If the Buyer has complaints about the invoiced amount, the Buyer must, at the risk of forfeiting his rights, notify the Supplier in writing within ten (10) days of the date of dispatch of the invoice or documents / information about which the Buyer is complaining.
- 2 The Buyer must give the Supplier the opportunity to investigate a complaint or have it investigated.
- 3 If the Buyer complains in time, this does not suspend his or her obligation to pay. In that case, the Buyer shall also remain obliged to take delivery of and pay for the otherwise agreed activities and that which he or she has commissioned.

16 - Retention of title and provision of security

- 1 The Supplier retains title to all Products delivered or to be delivered under the Agreement, until full payment by the Buyer has resulted in the extinction of:
 - a. the claims concerning the consideration for the Products;
 - b. claims relating to a failure to comply with the Agreement.
- 2 The Buyer is obliged to show the Products to the Supplier upon first request.
- 3 The Buyer is not free to dispose of, rent out, give in use or move the Products outside his company, to pledge or encumber them in any other way. The Supplier may then, without further notice of default, suspend its obligations under the Agreement or dissolve the Agreement, without prejudice to the Supplier's right to compensation for damage, lost profit and interest.
- 4 The Supplier is entitled to take possession of the Products delivered under the retention of title if the Buyer has not, not fully and / or not timely fulfilled his obligations towards the Supplier, or if there is a well-founded fear that the Buyer will not, not fully and / or not timely fulfil his obligations towards the Supplier. The Buyer hereby irrevocably and unconditionally authorises the Supplier to enter his premises.
- 5 The Buyer is obliged to cooperate with Supplier taking all reasonable measures to protect its property rights in respect of the Products, which the Buyer does not unreasonably hinder in the normal conduct of its business.
- 6 The Buyer shall provide additional security by means of a pledge on the Buyer's claims (in accordance with Article 13) or any other satisfying asset at the moment that ownership of the Product is transferred or destroyed by attribution, confusion or otherwise to a third party.
- 7 The Buyer shall not be authorised to use the Products covered by the retention of title as security for third-party claims.
- 8 Any payments made by an insurer to the Buyer in

respect of damages and loss shall replace the Products concerned.

- 9 In the event that the Purchaser has its registered office outside the Netherlands, the parties shall agree that a legal status similar or analogous to the retention of title shall be agreed upon or established according to the jurisdiction of the Purchaser's country.

17 - Patent rights and other industrial and intellectual property rights

- 1 Unless explicitly agreed otherwise in writing, the full rights of intellectual and industrial property and know-how with regard to the Products sold by the Supplier, such as copyrights, trademark rights, model rights, patent rights, are vested exclusively in the Supplier. This means, among other things, that without explicit permission from the Supplier, no one will be allowed to make any use whatsoever of the ideas, visions, designs and products conceived and/or created by the Supplier. Permission with regard to the aforementioned rights of the Supplier to the Buyer and/or other parties will only take place in the form of a written right of use.
- 2 In the event of a claim by a third party or an infringement by a third party of any intellectual or industrial property right on the Product, the Buyer shall be obliged to inform the Supplier in writing within 48 hours after he becomes aware of the claim and, upon request, to provide all information and / or co-operation necessary for conducting a defence and / or settlement negotiations.
- 3 Unless expressly agreed otherwise in writing, the Buyer will not be entitled to adapt or alter the Products during the term of the Agreement.
- 4 Only after full payment by the Buyer to the Supplier under the Agreement, the Buyer will have the right of use referred to above.

18 - Suspension, dissolution and cancellation

- 1 The Supplier, in addition to his other rights, can at all times dissolve the Agreement with the Buyer in writing without further notice of default and judicial intervention and without being liable for damages towards the Buyer, or suspend his obligations, if the Buyer is not capable of fulfilling his obligation(s) under the Agreement, leaves his due and payable debts to the Supplier or a third party unpaid, becomes insolvent, if a petition is filed for the Buyer's bankruptcy or if the Dutch Natural Persons Debt Rescheduling Act (Wet Schuldsanering Natuurlijke Personen) is declared applicable to the Buyer, or if the Buyer ceases trading and/or an attachment is levied on the Buyer's estate or assets) which is not lifted within 30 days after the date of attachment.
- 2 The Supplier is at all times entitled to claim damages from the Buyer, as well as to repossess the goods delivered.
- 3 The Buyer (purchaser) is not entitled to dissolve the agreement whole or partly or to suspend its

obligations, if it was already in default with the fulfilment of his obligations.

- 4 The Buyer waives all rights to dissolve the Agreement, unless cancellation pursuant to the following paragraph has been agreed.
- 5 Cancellation by the Buyer shall only be possible if approved by the Supplier. The Buyer shall owe the Supplier, in addition to a payment of at least 20% of the purchase price, the purchase of already ordered Products, whether or not processed, against payment of the cost price. The Buyer is liable towards third parties for the consequences of the cancellation and shall indemnify the Supplier in this respect.
- 6 Amounts already paid by the Buyer shall not be refunded.

19 - Performance by third parties

The Supplier shall at all times have the right to subcontract the performance of the Agreement in whole or in part to third parties in order to fulfil its obligations under the Agreement.

20 - Technical requirements

- 1 If the Products to be delivered in the Netherlands are to be used abroad, the Supplier is not responsible for the technical requirements, standards and / or regulations stipulated in laws and regulations in the country where the Products are to be used. This does not apply if, on concluding the Agreement, use abroad was reported and all the necessary data and specifications were submitted.
- 2 All other technical requirements set by the Buyer for the Products to be delivered and which deviate from the normally applicable requirements must be explicitly stated by the Buyer upon entering into the Agreement.

21 - Transfer / amendment

- 1 Neither party to the Agreement is entitled to transfer the rights and obligations arising from or related to the Agreement to a third party without the written permission of the other party.
- 2 Amendments to these conditions can be made by the Supplier and will be effective from the moment the new version is sent to the Buyer by the Supplier. The Buyer can only invoke the amendment or expiry of one or more general terms and conditions if the Supplier's agreement thereto arises expressly from a written document.
- 3 The Dutch text of the Conditions is always decisive for the interpretation thereof. If these conditions are used in an English or other translation and any difference between the texts is present or arises, the Dutch text shall prevail, also for the purpose of interpretation or explanation.
- 4 The use of words in the other language versions of the terms and conditions is only intended to indicate Dutch legal concepts and the effect of the words under English law or any other foreign legal system shall not be considered.
- 5 In connection with any jurisdiction outside the

Netherlands, references to any Dutch legal concept shall be deemed to refer to the concept that is most closely related thereto or that comes closest to it in that jurisdiction.

22 - Applicable law and disputes

- 1 All agreements and agreements resulting therefrom between the Supplier and the Buyer are exclusively governed by Dutch law.
- 2 The applicability of the Vienna Sales Convention is excluded.
- 3 All disputes arising in connection with the offers, quotations, the concluded Agreement and these Conditions shall be settled by the competent Dutch court in the district where the Supplier is based, unless otherwise imperatively prescribed. The Supplier has the power to bring the dispute before the competent Dutch court in the district where the Buyer lives and / or is established.