

GENERAL TERMS AND CONDITIONS SUSTAINDER

Article 1: Applicability

1.1 These general terms and conditions apply to and form part of all orders, requests, quotations, offers, deliveries, partial deliveries, follow-up deliveries, leases, agreements and all other (legal) acts and/or (legal) relationships in which the private company with limited liability Sustainer B. V. (registered with the Chamber of Commerce under number: 20097265), hereinafter referred to as the supplier, acts as a producer, lessor, vendor and/or supplier of goods and services, in the broadest sense of the word, vis-à-vis its counterparty, hereinafter referred to as the buyer, and all agreements resulting from this.

1.2 Stipulations which deviate from or supplement these general terms and conditions shall apply only if and insofar as they have been expressly accepted in writing by an authorized representative of the supplier.

1.3 A purchaser with whom a contract has been concluded once on the basis of the present general terms and conditions, agrees to the applicability of these general terms and conditions to later agreements between it and supplier.

1.4 If a provision of these general terms and conditions and/or a provision from an agreement between supplier and buyer turns out to be fully or partially null and void or is annulled for whatever reason, the other provisions of these general terms and conditions and/or that agreement shall remain in full force. Parties are then obliged to replace the void or annulled provision (or have it replaced) by a legally valid provision which does justice to the intention of parties as much as possible.

1.5 If any provision of these general conditions is in conflict with any provision of the agreement, the provision of the agreement will prevail.

1.6 In case of differences between the meaning of the Dutch text of these general conditions and that of translations thereof into other languages, the Dutch text shall prevail between the parties.

1.7 These general terms and conditions shall also apply if for the execution of the agreement the services of third parties have to be engaged.

1.8 The Supplier shall be entitled to amend or supplement these General Terms and Conditions in the interim. The most recent version of the supplier's general terms and conditions shall always apply between the supplier and the buyer.

Article 2: Offers and information

2.1 All quotations and offers are without obligation, unless they contain a period for acceptance by the buyer. If a quotation or offer contains an offer without obligation and this is accepted, the supplier has the right at all times to revoke the offer within four working days of receiving the acceptance. If no revocation takes place within four working days after acceptance, the contract is concluded. The agreement has also been concluded as soon as the supplier has started to carry out (one of) its obligations pursuant to the agreement in any way.

2.2 Verbal and/or telephonic agreements with personnel or representatives of the supplier shall only apply if they have been confirmed in writing by the supplier.

2.3 The supplier shall be entitled to change the prices of the agreements already concluded if:

a. this change is due to a change in the established exchange rates of foreign currencies;
b. after the conclusion of the agreement, the prices of the goods which the supplier does not manufacture himself, raw materials, wages, salaries, social or other government charges, levies, freight and insurance premiums change.

2.4 In the case referred to in paragraph 3, the buyer shall not be entitled to dissolve the agreement in whole or in part.

2.5 The Supplier is entitled to change prices at any time up to the conclusion of the agreement.

2.6 The supplier is entitled at all times, before delivering or continuing to deliver, to demand that the buyer provides sufficient security for the fulfilment of her obligations towards the supplier, in default of which the supplier is entitled to dissolve the agreement or to deem the agreement dissolved for the future.

2.7 The measurements, weights and technical data mentioned in all offers, guides, catalogs, websites, quotations, stock lists, circular letters and other advertising material, as well as the illustrations shown therein, have been compiled with the greatest care but are only approximate and without obligation. No rights can be derived from them and they are also subject to change.

2.8 In the case of paragraph 3, the supplier is entitled to refuse delivery if it may reasonably assume that the purchaser will not fulfil the agreement in accordance with the change.

2.9 The supplier is at all times entitled to refuse an order, application or order without giving reasons and without being obliged in any way whatsoever to compensate damage or any other costs as a result.

2.10 Acceptance by the buyer of a quotation or offer which deviates from the quotation or offer issued by the supplier, even if the deviation is only on minor points (and therefore in deviation from article 6:225 paragraph 2 of the Dutch Civil Code), shall be regarded as a new offer which is not binding on the supplier.

2.11 Unless indicated otherwise, all prices shall be exclusive of VAT, packaging, loading, transport, insurance and other government levies.

2.12 All prices shall be based on delivery Ex Works in accordance with the most recent version of the Incoterms of the International Chamber of Commerce (ICC).

2.13 If its quotation or offer is not accepted, the supplier has the right to charge the buyer for all the costs it has incurred in making its quotation or offer.

2.14 The Customer shall make the following available to the Supplier in good time and in full (in any event):

- all data, information and documents as mentioned in the agreement or which the supplier should have at its disposal for the correct performance of its work;

- all facilities, (access to) spaces, locations and items in the broadest sense of the word, services and systems as referred to in the Agreement

- specific personnel, should this be mentioned in the Agreement.

2.15 The Customer is responsible for the correctness and the timely provision of everything mentioned under 2.14.

2.16 The Customer must ensure that all permits, exemptions and other decisions necessary for the performance of the agreement are obtained in good time.

2.17 The acquirer is obliged to inform the supplier on demand, correctly and fully, about the legal structure and control relationships of the acquirer (or the group to which the acquirer belongs), about all financial and other interests and participations of the acquirer, as well as about all other (financial) cooperative ventures involving its company or organisation(s), all this in the broadest sense of the word.

Article 3: Delivery

3.1 The agreed delivery time shall only commence, or be deemed to have commenced, upon receipt by the supplier of all information and documents required for the execution of the agreement and any down payments and/or securities.

3.2 Agreed delivery times shall never be regarded as firm dates by the buyer. Exceeding a term shall never give the buyer the right to claim compensation for damages or to suspend performance of any obligation ensuing from the agreement or any other agreement. In the event of late delivery, the supplier must be declared in default in writing, whereby a reasonable period must be given within which the supplier must still comply.

3.3 When determining the delivery time and/or implementation period, the supplier assumes that it can implement the agreement under the circumstances known to it at that time. If there are circumstances other than those known to the Supplier when it set the delivery and/or performance period, the Supplier may extend the delivery and/or performance period by the time necessary to perform the Agreement under those circumstances. If the work cannot be fitted into the Supplier's schedule, it shall be carried out as soon as its schedule permits. The delivery deadline and/or implementation period shall also be extended in the event:

a. there is additional work. The delivery deadline and/or implementation period shall then be extended by the time required to supply (or arrange for the supply of) the materials and parts for this purpose and to carry out the additional work. If the extra work cannot be fitted into the Supplier's work schedule, it shall be carried out as soon as the Supplier's schedule permits;

- b. there is a suspension of obligations by the Supplier on whatever grounds. The delivery deadline and/or implementation period shall then be extended by the duration of the suspension. If continuation of the work cannot be fitted into the Supplier's work schedule, the work shall be carried out as soon as the Supplier's schedule permits;
- c. there is a question of unworkable weather. The delivery deadline and/or implementation period shall then be extended by the resulting delay.
- 3.4 In the case referred to in paragraphs 2 and 3, the buyer shall not be entitled to dissolve the agreement in whole or in part, except in the case of intent or gross negligence on the part of the supplier.
- 3.5 Delivery of the goods shall take place Ex Works in accordance with the most recent version of the Incoterms of the International Chamber of Commerce (ICC). The transport of the goods shall therefore take place at the expense and risk of the buyer. The means of transport shall be determined by the supplier. The supplier shall pack the goods in accordance with its usual standards and at the expense and risk of the buyer. Departures from this paragraph may be made in writing.
- 3.6 Notwithstanding the provisions of the previous paragraph, the supplier and the buyer may agree that the supplier will arrange for the transport. In that case, the buyer shall bear the risk and the costs of storage, loading, transport and unloading. The buyer may take out insurance against such risks.
- 3.7 Packaging costs shall be charged additionally. Calculated packaging will only be credited if the packaging material is returned freight-free within one month of the date of the invoice in question.
- 3.8 The supplier has the right, at its own discretion, to have (parts of) the agreement performed by third parties.
- 3.9 If the supplier or the third parties called in by the supplier must carry out work on the buyer's premises or at a location designated by the buyer, the buyer will grant unrestricted access to those premises or that location and will make all resources available which the supplier or the third parties called in by it deem necessary in order to implement the agreement correctly and completely.
- 3.10 The applicability of articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code is excluded.
- 3.11 If goods have not been taken delivery of after expiry of the delivery period, they will remain at the disposal of the buyer. Uncollected goods shall be stored at the expense and risk of the purchaser. The Supplier may always make use of the authority of Article 6:90 of the Civil Code.
- 3.12 The Supplier is entitled to deliver cash on delivery without giving reasons.

Article 4: Partial deliveries

- 4.1 If it has been agreed that the delivery of the goods will take place in parts (partial delivery), each delivery will be considered as a separate delivery transaction, with all ensuing legal consequences.
- 4.2 As a consequence of the provisions of paragraph 1, payment of the separate partial deliveries shall take place within thirty days after the invoice date of each separate partial delivery, unless otherwise agreed in writing. Article 6 shall apply accordingly.
- 4.3 In the case of paragraph 1, the buyer is obliged to accept each separate partial delivery immediately.
- 4.4 If the buyer fails to pay any partial delivery on time, the supplier has the right to suspend further deliveries, with due observance of the provisions of section 5, until the buyer has fulfilled all his obligations correctly and in full. 4.5 In the case of paragraph 4, the supplier also has the right to dissolve the agreement immediately, in whole or in part, and/or to claim damages, without any announcement or notice of default being required.

Article 5: Retention of title

- 5.1 All goods delivered and still to be delivered remain the exclusive property of the supplier, until all claims which the supplier has or will have against the buyer (for whatever reason), including in any case the claims as referred to in article 3:92 paragraph 2 of the Dutch Civil Code, have been paid in full.
- 5.2 If third parties seize goods delivered subject to retention of title or wish to establish or assert rights to them, the buyer is obliged to inform the supplier of this immediately.
- 5.3 The buyer is obliged to make the items subject to a retention of title for the benefit of the supplier identifiable and to keep them separately from other items on the buyer's premises.
- 5.4 The buyer is not entitled to sell, process or encumber goods subject to retention of title other than in the normal course of her business. This prohibition has the effect of property law within the meaning of article 3:83 paragraph 2 of the Dutch Civil Code.
- 5.5 The Customer has a duty of care towards the Supplier for the goods which are subject to the retention of title and must insure them against all risks customary in the sector.
- 5.6 The buyer is liable to the supplier for any damage caused to the goods before the transfer of ownership referred to in paragraph 1 of this article.
- 5.7 After the supplier has invoked its retention of title, it is entitled to take back the delivered goods. The buyer shall allow the supplier, and to that end shall grant all cooperation required by the supplier, to enter the place where these goods are located.
- 5.8 If the supplier cannot invoke its retention of title because the delivered items have been mixed, distorted or copied, the buyer shall be obliged to pledge the newly formed items to the supplier or to encumber them with any other right in rem for the benefit of the supplier.

Article 6: Payment

- 6.1 Payment shall take place in Euros into a bank account indicated by the supplier, unless explicitly agreed otherwise in writing, without any deduction, discount and/or set-off on any account whatsoever.
- 6.2 Payment shall take place within thirty days after the invoice date, unless expressly agreed otherwise in writing. The Supplier shall at all times be entitled to demand full or partial payment in advance. The aforementioned term of payment is a deadline within the meaning of Article 6:83a of the Dutch Civil Code.
- 6.3 As soon as the buyer knows or should reasonably know that it cannot fulfil its obligations, cannot do so in time or cannot do so properly, it shall immediately notify the supplier in writing, stating the circumstances that gave rise to this non-fulfilment.
- 6.4 If payment has not been made within the agreed payment term or within thirty days after the invoice date, the buyer shall be immediately in default (i.e. by operation of law), without a notice of default being required. From that moment onwards all outstanding claims shall be immediately due and payable without prior notice of default.
- 6.5 In the case of paragraph 4, the buyer shall owe the supplier interest of 1.5% per month on the invoice amount, commencing on the due date of the invoice, while, if the supplier is forced to pass on the claim, the buyer shall also be obliged to pay all judicial and extrajudicial costs, whereby the extrajudicial costs shall be set at a minimum of 15% of the principal sum of all the amounts owed. All this without prejudice to the supplier's right to claim the actual extrajudicial costs that exceed this amount. The judicial costs include the full costs incurred by the supplier, even if these exceed the statutory liquidation rate.
- 6.6 Every payment made by the buyer serves first of all to settle the costs, the interest and then the due and payable invoices which have been outstanding the longest, even if the buyer states that the payment relates to another invoice.
- 6.7 The buyer is not entitled to set off and/or suspend any payment.
- 6.8 Objections with regard to the invoice amount must be made in writing, stating the reasons, within eight days of the invoice date, failing which any claim by the buyer against the supplier lapses.

Article 7: Guarantee

7.1 The Supplier guarantees the soundness of the goods and materials when used normally and as prescribed by the Supplier, for a period as stipulated in the Conditions of Guarantee agreed to with the contract concerned. If there is a conflict between the provisions as included in the Conditions of Guarantee and this article, the Conditions of Guarantee prevail.

7.2 If, within the period as referred to in the applicable Terms and Conditions of the Guarantee, it turns out that the delivered goods and/or the materials used or the installation carried out are faulty, the Supplier shall only repair or replace them if the Customer has reported the faults to the Supplier in writing within 14 days of discovering them. The Parties may make other agreements in writing per incident. Any travel and accommodation expenses incurred shall be borne by the buyer.

7.3 The buyer must in all cases offer the supplier the opportunity to repair any defect and/or to carry out the processing again. A defect never gives the buyer the right to dissolve the agreement.

7.4 No claim can be made under any guarantee if the damage, the defect, or the inferior use is the result of incorrect use, independently making or modifying the goods, using the goods for purposes other than the normal (business) activities, independently carrying out maintenance or repairs or having them carried out, or, in the opinion of the supplier, using, treating or maintaining the goods incorrectly, or as a result of normal wear and tear or use.

7.5 The buyer cannot invoke any guarantee obligation if the buyer fails to fulfil (any of) its obligations vis-à-vis the supplier under the agreement, these general terms and conditions or by virtue of any other legal relationship.

7.6 The Supplier does not provide any guarantee (explicit or implicit) on any account whatsoever for goods (or services) which it does not produce itself. On request, the Customer can in that case request the guarantee from the Supplier as provided by the manufacturer of those goods (if any).

7.7 A warranty only and exclusively explicitly applies directly to the buyer.

Article 8: Liability

8.1 The supplier is never liable for damage caused by the supplier or by the persons or resources which the supplier uses in the performance of the agreement towards the buyer and/or third parties, except in the case of intent or gross negligence.

8.2 The supplier is never liable vis-à-vis the buyer for consequential damage, trading loss, damage to property, indirect damage, damage by third parties, damage to persons employed by the buyer or engaged by the buyer, loss of customers, damage to name and/or goodwill, compensation for damage imposed by way of punishment, fines, sanctions and/or loss of profit for whatever reason, except in the event of intent or gross negligence on the part of the supplier.

8.3 The Supplier shall never be liable for damage and/or defects to the goods or services delivered by it. For compensation in such a case, see article 7 of these general terms and conditions.

8.4 The supplier is never liable for damage and/or defects suffered by the purchaser and/or third parties, which is directly or indirectly caused by the goods themselves, except in the case of intent or gross negligence.

8.5 The total possible liability of the supplier is limited to the amount of the invoice value of the goods or services supplied. Notwithstanding and without prejudice to the foregoing, the supplier's possible liability shall in all cases be limited to the amount covered by any liability insurance taken out under the supplier's policy for the damage in question and only to the extent that the insurer actually pays out. The supplier cannot be held liable for anything over and above that.

8.6 Any claim against the supplier must be made known to the supplier in writing, stating the grounds, within sixty days after it arose (the day of the event underlying the claim) and any related legal action must be brought before the court within twelve months after the claim arose under penalty of lapse of the claim.

8.7 Any claim against the supplier, except those which the supplier has expressly acknowledged in writing, shall lapse by the mere expiry of twelve months after the claim arose, unless the claim has been brought to court within that period.

8.8 The supplier is not liable for damage to or the loss of the buyer's goods and/or those of third parties which may have been entrusted to him in connection with the preparation or implementation of an agreement, except in the case of intent or gross negligence on the part of the supplier.

8.9 The buyer fully indemnifies the supplier, its employees and the (auxiliary) persons or other parties engaged by it against third-party claims for compensation for damages against the buyer on whatever grounds. The Supplier shall be indemnified by the Customer at the first request to that effect.

8.10 Advice given by the supplier in respect of qualities, forms of execution, use, installation, maintenance, standards, measurements, life expectancy and expectations etc. is given to the best of the supplier's knowledge, but the buyer cannot make any claims against the supplier for any form of compensation in connection with such advice. Any advice given shall in no way release the Buyer from any duty and/or responsibility of his own.

Article 9: Force majeure

9.1 In cases of force majeure, the supplier is authorized to dissolve the agreement in whole or in part, without any notice of default being required, or to suspend its obligations for the duration of the imputable failure, without the buyer being entitled to any form of compensation vis-à-vis the supplier.

9.2 Force majeure is understood to be any circumstance wholly or partly beyond the control of the supplier, even if this could already be foreseen at the time the contract was concluded, which permanently or temporarily prevents the supplier from fulfilling the contract, makes it impossible or unreasonably problematic. In any case, but not exclusively, force majeure is understood to mean failure of suppliers (including fuel, energy and water suppliers) to deliver to the supplier or to do so properly or on time, illness of the supplier's staff or that of its suppliers or subcontractors, defects in auxiliary and transport equipment, fire at the supplier's or subcontractors' premises, theft at the supplier's or subcontractors' premises, strikes and/or riots at the supplier's or subcontractors' premises, 9.2 The Supplier shall not be held liable for any damage or loss, including but not limited to traffic restrictions, transport difficulties at the Supplier or its suppliers or subcontractors, government measures which make the execution of the Agreement more difficult or more onerous than could be foreseen at the time the Agreement was concluded, war or other disturbances, weather conditions or any other circumstance (wherever it occurs) which, according to standards of reasonableness, is beyond the Supplier's control.

9.3 In the event that the force majeure situation lasts longer than five months, the buyer shall be entitled to unilaterally rescind the agreement in respect of the part which has not been performed, in writing, without the buyer being entitled to any form of compensation vis-à-vis the supplier. Costs already incurred, or still to be incurred, by the supplier must be reimbursed by the buyer in this situation.

Article 10: Additional costs

10.1 If it has been agreed in the agreement that the supplier shall also see to the assembly, placement or installation of the goods, the costs thereof shall be calculated on the basis of subsequent calculation based on the number of hours required for assembly, placement or installation increased by the costs of all facilities taken in that connection in the broadest sense of the word.

10.2 Different arrangements can be made in the agreement.

Article 11: Inspection and complaints

11.1 If the delivered goods and/or services do not meet the requirements of the agreement, the buyer is entitled to claim proper performance of the agreement from the supplier under the conditions stated in this article.

11.2 The buyer is obliged to carefully inspect/approve the goods immediately after receipt, or the services immediately after performance. Any complaints regarding visible defects must be reported to the supplier in writing (with supporting arguments) no later than eight days after acceptance, failing which any claim on the part of the buyer against the supplier shall lapse.

11.3 Delivered goods shall be regarded as accepted after delivery as referred to in article 3.5 of these general terms and conditions. Services performed shall be deemed accepted after execution. The services are performed after the supplier has informed the buyer in writing or at the latest on the invoice date.

11.4 Complaints about "hidden faults" must be made within eight days after they have been discovered or should reasonably have been discovered, but at the latest within three months after delivery/completion/performance, on penalty of the lapse of any claim by the buyer against the supplier.

11.5 The buyer must complain to the supplier in writing about defects or possible defects. The complaint must be sufficiently substantiated. The buyer must give the supplier the opportunity to investigate the complaint. The Customer must lend the Supplier every assistance in this respect. If the complaint is not sufficiently substantiated, the buyer has tried to repair the possible defects herself or the supplier is not given the opportunity to investigate the complaint or investigation is no longer possible, any claim of the buyer against the supplier lapses.

11.6 The right to complain does not exist if the goods have been processed or resold.

11.7 Defects to a part of the delivered goods or services do not give right to rejection of the whole.

11.8 In the case of an established defect, which is acknowledged by the supplier, the supplier is free to choose to replace or repair the defective good(s) or to perform the defective service itself within a reasonable period or to call in a third party for this purpose.

11.9 Any (alleged) right of complaint will never give the customer any right to suspension, settlement or (partial) termination.

Article 12: Termination and duration

12.1 The Supplier is entitled to terminate the Agreement or any part thereof in writing with immediate effect, without prejudice to any right which the Supplier may have under the law, these General Terms and Conditions or the Agreement, without notice of default being required and without any liability of whatever kind being incurred if - the buyer fails to fulfil or fails to fully fulfil one or more of her obligations arising from the agreement, the law, custom or the requirements of reasonableness and fairness pursuant to Section 248 (1) of Book 6 of the Dutch Civil Code;

- the buyer is declared bankrupt or proceedings to that end are commenced or have been commenced (by whomsoever);

- the buyer applies for a suspension of payment or a procedure to that end has been or is initiated;

- the buyer proceeds to liquidate her business or any other party initiates such liquidation;

- the buyer's assets are seized in full or in part or the buyer appears or will become insolvent in any other way in the opinion of the Supplier;

- the assets of or the control over the buyer changes;

- in the opinion of the supplier the buyer can no longer or will no longer be able to fulfil her obligations under the agreement.

12.2 The buyer is only entitled to terminate the agreement in the cases stipulated in these general terms and conditions.

12.3 As soon as one (or more) of the circumstances described in this article occurs, all that which is owed by the buyer at that moment is immediately due and payable in full. The Customer shall then also owe all reasonable costs relating to obligations entered into with a view to the future, as well as all reasonable costs incurred and to be incurred by the Supplier for the correct and complete termination of the Agreement.

12.4 If the agreement was entered into for a period, it shall be for the duration stated in that agreement and shall end by operation of law. The agreement cannot be terminated by the buyer in the interim, unless the agreement provides otherwise. The agreement can be terminated prematurely by the supplier at all times without any form of notice having to be given.

12.5 The applicability of Sections 7:408 and 7:411(2) of the Dutch Civil Code is excluded.

Article 13: Intellectual and industrial property

13.1 All drawings, images, product compositions, (test) models, measurements and weight specifications, software, as well as all other information provided by the supplier to the buyer in the context of the agreement, as well as all other products and goods provided by the supplier to the buyer in the context of any agreement, remain the property of the supplier, with the express reservation of the copyright, design rights, patent rights and any other intellectual property rights. This applies regardless of whether the Customer has been charged for their production.

13.2 Except with the express prior written permission of the supplier, the buyer is not allowed to copy these documents and goods or to have them copied, to make them available for inspection by third parties or to make them available.

13.3 If, at the request of the buyer, the supplier designs and/or assembles a special product intended for the buyer, that design and/or product assembly remains at all times the property of the supplier.

13.4 The delivery of an item or good cannot be regarded as an explicit or implicit license to use, reproduce or release to third parties the intellectual or industrial property.

13.5 The Customer shall warn the Supplier if third parties infringe or threaten to infringe the intellectual or industrial property.

13.6 The Customer shall indemnify the Supplier against any infringement by third parties of the rights referred to in paragraph 1.

13.7 The buyer shall owe the supplier a penalty of € 50,000 for each violation of one of these provisions (immediately and without notice of default), without prejudice to the other (legal) rights to which the supplier is entitled in that case, in particular its right to damages. Each violation, regardless of whether it was committed by or against the same party or person or in the same context, is a separate violation.

13.8. The Customer must return the data and goods provided to it as referred to in paragraph 1 at the first request within the period set by the Supplier. For each violation of this provision, the Customer shall owe the Supplier (immediately and without notice of default) a penalty of €5,000 per day, without prejudice to the other (statutory) rights to which the Supplier is entitled in that case, in particular its right to compensation. A part of a day shall also be deemed to be a day.

Article 14: Taking on staff and confidentiality

14.1 The buyer is not allowed to take on the supplier's employees (including third parties employed by the supplier) involved in the execution of the agreement or to negotiate with these employees about employment, unless in consultation with and after permission from the supplier.

14.2 Without Supplier's permission, the Customer shall not disclose to third parties the Supplier's approach, working methods, methods and the like, or make available to the Customer documents/products/reports/specifications or any other information which the Customer knows or should reasonably know is of a confidential nature.

14.3 The Customer undertakes vis-à-vis the Supplier to impose the obligations referred to in the previous paragraphs of this Article on those persons (including the Customer's employees) who are charged with implementing any Agreement on the Customer's behalf and guarantees vis-à-vis the Supplier that these persons will comply with these obligations.

14.4 In the event of a breach of the provision in paragraphs 1, 2 or 3, a penalty of € 50,000 per event, payable on demand, shall be payable without notice of default being required.

14.5 Each (attempted) negotiation, whether with the same person or not, is a separate violation.

14.6 Each communication, regardless of whether the communication is made several times to the same party, is a separate offense.

Article 15: Anti-Bribery

The Purchaser declares to comply now and in the future with all national laws and regulations to prevent bribery. Acting in breach of this will be reason for the Customer to terminate the Agreement immediately in whole or in part without being obliged to pay any damages for whatever reason.

Article 16: Takeover of contracts

16.1 The buyer is not allowed to transfer any right or obligation from the agreement or from any legal relationship or commitment which it has with the supplier to a third party, or to encumber it with any right, unless the supplier explicitly agrees to this in writing. The supplier shall be entitled to attach conditions to this consent.

16.2 The supplier is at all times entitled, without notification (and without requiring the buyer's prior cooperation or consent), to transfer any right or obligation arising from the agreement or from any legal relationship or undertaking which it has with the buyer to a third party or to encumber them with any right.

Article 17: Disputes and applicable law

17.1 Disputes arising from or related to any obligation or legal relationship between the supplier and the buyer shall be exclusively submitted to the competent court in Arnhem. The parties may agree in writing on an alternative form of dispute resolution (such as arbitration or mediation).

17.2 All obligations and legal relationships between the supplier and the buyer shall be governed by Dutch law. The applicability of the Vienna Convention on the International Sale of Goods 1980 is excluded.

