

## GENERAL CONDITIONS OF SALE AND DELIVERY

### 1. DEFINITIONS

- 1.1 In these general conditions of delivery and sale the definitions and terms used are defined as follows:
- 1.2 Inteco: Inteco BV and all businesses and companies affiliated with it;
- 1.3 Conditions: These general conditions of delivery and sale;
- 1.4 Customer or contracting party: The natural person or legal entity with whom/which Inteco has entered into an agreement;
- 1.5 Parties: The Parties to the agreement to be made.

### 2. APPLICATION OF CONDITIONS

- 2.1 Every offer and agreement between Inteco and the customer, regardless of the content and purport of this agreement, is exclusively governed by these conditions, subject to other mandatory law provisions. Deviations must be explicitly agreed with Inteco in writing.
- 2.2 The general conditions used by the customer and/or a third party do not apply and are explicitly rejected by Inteco, unless they are explicitly accepted by Inteco in writing.
- 2.3 Should any provision of the conditions be void, or be voided, the other provisions will remain in full effect and the void or voided provision of these conditions will be replaced by a valid provision whereby the goal and the purport of the void or voided provision will be observed as much as possible.
- 2.4 In the event of conflict of provisions in the order confirmation, general conditions or appendix, the following ranking applies:
1. Order confirmation
  2. Appendix
  3. Conditions

### 3. OFFERS

- 3.1 All offers are without commitment, unless explicitly otherwise agreed.
- 3.2 Offers of Inteco are based on information provided by the customer and on execution under normal circumstances and during normal working hours.
- 3.3 Offers of Inteco are valid for a period of 30 days after the date when the offer has been made, unless otherwise indicated. If the customer does not accept the offer in writing within this time period, the offer lapses and the customer can no longer base any claims on it.
- 3.4 As long as the offer has not yet been accepted by the customer, Inteco is entitled to adjust the offer. If the offer is adjusted by Inteco, Inteco will notify the customer thereof in writing.
- 3.5 If the customer sets technical requirements and/or standards for the goods to be delivered which deviate from the normal requirements and/or standards, the customer must inform Inteco in writing of these deviating technical requirements and/or standards prior to the furnishing of the offer. Inteco can in such case, when drawing up the offer, take account of the deviating technical requirements and/or standards required by the customer.
- 3.6 If the information provided by the customer is [or turns out to be] incorrect or incomplete, Inteco is entitled to withdraw or alter the offer, or, after acceptance of the offer by the customer and/or the making of the agreement, adjust the prices in this framework or terminate the relevant agreement with immediate effect.

### 4. PRICES

- 4.1 Our prices are based on delivery ex factory and are exclusive of VAT and other charges imposed by a public authority, unless explicitly otherwise stated in our offer. The rates are in euros. The prices are subject to a reservation regarding typing errors. No liability is accepted for the consequences of typing errors.
- 4.2 Inteco can charge an interim change in costs of materials, statutory charges and/or a change or indexing of the level of wages and costs to the customer. Indexing the level of wages and costs always means an adjustment in accordance with the most recent price index for Collective Labour Agreement wages for commercial services published by the Central Bureau of Statistics.

- 4.3 Inteco is entitled to increase the prices. Inteco will inform the customer at least 1 month in advance of price changes. In the event of a price increase, with the exception of an increase in accordance with the above-mentioned Article 4.2, the customer has the right to terminate the relevant agreement within 7 days after notice of the price change by written notice as of the date set out in Inteco's notice on which the price or price adjustment was to come into effect.

### 5. AGREEMENT

- 5.1 If the customer accepts Inteco's offer as described in Article 3 of these conditions, the customer must give Inteco written notice thereof. Inteco will then send an order confirmation signed by it to the customer. Only after receipt of the written confirmation of the customer by Inteco and sending of the order confirmation signed by Inteco will an agreement be made, subject to the provisions of Article 5.4 of these conditions. The date when the agreement is made is the date set out on the order confirmation signed and sent by Inteco.
- 5.2 With regard to work for which, by their nature and/or scope no offer or order confirmation is sent, the invoice sent by Inteco is also deemed the order confirmation. In these cases the agreement is made at the time that Inteco [starts to] execute(s) the instructed work.
- 5.3 With regard to the scope and the nature of Inteco's obligations, the text of the order confirmation/invoice is binding. If the customer does not agree to the contents of the order confirmation/invoice, this must be notified to Inteco in writing within five working days after the date when the order confirmation/invoice has been sent. After the expiry of this term the customer is deemed to have accepted the order confirmation/invoice.
- 5.4 Every agreement is entered into on the condition subsequent that information to be obtained demonstrates the creditworthiness of the contracting party.

### 6. CONTRACTING OF WORK

- 6.1 In addition to the other provisions of these general conditions, the contracting of work is subject to the following conditions in particular.
- 6.2 With regard to the offers, acceptance of the offer, the revoking of the acceptance and confirmation of the order, reference is made to Articles 3, 4 and 5 of these conditions.
- 6.3 In the event of a change in the order, settlement will be effected on the basis of contractual variation.
- 6.4 Instalments must be paid as the work progresses. Unless explicitly otherwise agreed in writing, instalment payments will take place as follows:
- 6.4.1 In the event of orders for which the contract price is € 50,000 or lower: 30% advance payment upon the order, 35% upon the start of assembly, 35% upon termination of assembly and 5% upon completion but at latest 30 days after termination of the assembly.
- 6.4.2 In the event of orders for which the contract price is more than € 50,000: 15% advance payment upon the order, 15% upon submission of the drawing work, 15% upon approval of the drawings, 15% upon the start of the assembly, 30% in accordance with progress per floor or construction component, 5% upon termination of the assembly and 5% upon completion but at latest 30 days after termination of the assembly. In the event of late payment of an instalment Inteco has the right to suspend work until payment has been made, without owing the customer any compensation therefore.
- 6.5 The work will be deemed completed if it has been fully executed or assembled and the customer has been given written or verbal notice thereof. The work will also be deemed completed as soon as the work has de facto been taken into use by or on behalf of the customer.
- 6.6 If any component cannot be delivered/completed simultaneously with the completion of the entire work, due to circumstances beyond Inteco's control, the delivery/completion can nevertheless be effected.
- 6.7 All costs of collection, directly or via the guarantee account, made by Inteco in its capacity of sub-contractor, will be fully at



- the (main) contractor's expense.
- 7. DELIVERY AND SHIPMENT**
- 7.1 The delivery of the goods and materials [hereafter "the goods"] is deemed to be effected when the goods leave the factory for shipment ["ex factory"], unless otherwise agreed between the parties.
- 7.2 As of the time that the goods leave the factory for shipment the goods are at the customer's risk. If the goods are transported to the contracting party, the goods are at the risk of the contracting party as of the time that the transporter has taken over the goods.
- 7.3 The purchased or leased goods are to be taken by the customer when the goods are delivered to it or are made available to it. If the customer refuses to take the goods or fails to furnish information or instructions necessary for the delivery, the goods will be stored at the customer's the expense and risk. In such case the customer will owe Inteco all additional costs, including in any event storage costs. These additional costs are immediately due without any additional demand and/or notice of default being required.
- 7.4 Inteco is permitted to deliver sold goods in part shipments. If goods are delivered in part shipments, Inteco has the right to invoice each shipment separately.
- 7.5 Time is not of the essence with regard to the delivery dates mentioned by Inteco, unless explicitly otherwise agreed in writing. The mere exceeding of a delivery term does not entail default on the part of Inteco.
- 7.6 If Inteco exceeds a delivery term, for whatever reason, Inteco is not bound to compensate any loss which the customer suffers in consequence hereof or to compensate any penalty stipulated by the customer, nor does this give the customer the right to cancel the agreement or to suspend its obligations with regard to Inteco.
- 7.7 Inteco is in no way bound by delivery terms which cannot be met due to circumstances beyond its control which occurred after entering into the agreement.
- 7.8 Inteco has the right to deliver goods which deviate from the goods described in the order confirmation, inter alia with material, dimensions and colours. If Inteco wishes to make use of this right and delivers goods which deviate essentially from what is described in the order confirmation, the customer has the right within four days after it has discovered or could reasonably have discovered the deviation to demand performance on the part of Inteco in accordance with the order confirmation, without Inteco in such case being bound to compensate any loss suffered by the customer or pay penalties stipulated by the customer.
- 7.9 The customer has no right to demand performance in accordance with the order confirmation as described in Article 7.8 if the matter concerns changes in the goods to be delivered, the packing or related documentation which are required to comply with applicable statutory regulations or if the matter concerns minor changes to goods which entail an improvement.
- 8. COMPLAINTS**
- 8.1 The customer must inspect the purchased or otherwise assembled goods upon delivery/completion or as soon as possible thereafter. The customer must determine in this respect whether the delivered goods correspond with the agreement, more specifically:
- whether the correct goods have been delivered;
  - whether the delivered goods quantitatively correspond with what has been agreed;
  - whether the delivered goods satisfy the agreed quality requirements or – if these are lacking – the requirements which may be set for normal use and/or commercial purposes.
- 8.2 Visible defects must be reported to Inteco in writing within 24 hours after delivery/completion. Non-visible defects must be reported to Inteco in writing at latest within seven days after they are discovered, but at latest within three months after delivery/completion. In the event of failure to do so the customer has no right to repair, replacement or indemnification.
- 8.3 The notice of a defect must contain the most detailed possible description of the noted defect.
- 8.4 If it is established that there is indeed a defect, and this defect has been reported to Inteco in writing in time and in the correct manner, Inteco is free at its election to rectify the defect within a reasonable time period or to replace the faulty goods or to pay replacement compensation to the customer. The customer's obligation to pay and take orders remains in effect. Goods can only be returned after the prior written consent of Inteco.
- 8.5 If it is established that the customer has wrongly lodged a complaint, the costs arising in consequence thereof on the part of Inteco, including the costs arising in connection with investigation of the complaint, are fully at the customer's expense.
- 8.6 Defects in a part of the goods delivered do not give the right to reject the entirety.
- 9. FORCE MAJEURE AND ENCUMBERING CIRCUMSTANCES**
- 9.1 All circumstances which in Inteco's opinion directly or indirectly hinder, complicate or encumber the execution of the order, release Inteco from delivery obligations, without the nature or the influence of the force majeure situation having to be demonstrated, and even if it was foreseeable when making the agreement. In these cases Inteco never owes any compensation to the customer.
- 9.2 In the event of force majeure, including in any event disruptions or fall-out of the internet, disruptions or fall-out of the telecommunication infrastructure, power outages, domestic unrest, mobilisation, war, transport blockages, strike, lock-out, business disruptions, stagnation in supplies, fire, flooding, import and export impediments and in the event Inteco is unable to deliver due to its own suppliers, regardless of the reason therefore, so that performance of the agreement cannot reasonably be demanded of Inteco, the performance of the agreement will be suspended, or the agreement will be terminated if the force majeure situation has lasted longer than ninety days, all without any obligation to pay compensation.
- 10. PAYMENT CONDITIONS**
- 10.1 Invoicing will be effected at the time of delivery of the goods as described in Article 7 of these conditions.
- 10.2 All invoices will be paid by the customer in euros by deposit or transfer in accordance with the payment conditions set out on the invoice or payment conditions otherwise agreed in writing. If there are no specific payment conditions the customer will pay within 30 days after the invoice date.
- 10.3 The customer is not permitted to suspend or set off payment of invoices, howsoever called or estimated or for any reason whatsoever, nor is the customer entitled to a discount.
- 10.4 If payment is not made within 30 days after the invoice date the customer is legally in default, without any notice of default being required herefore.
- 10.5 If the customer continues to fail to pay the invoice in time and in full, after the end of the payment term of the invoice the customer owes interest of 1% per month, unless the statutory [commercial] interest is higher, in which case the statutory [commercial] interest is owed. The interest is calculated over the entire invoice amount, even if the invoice has been paid in part, until the full invoice amount has been paid.
- 10.6 In the event of late payment the customer, in addition to the amount owing increased by the interest described under Article 10.5, is bound to fully compensate both extrajudicial and judicial collection costs, including the costs for attorneys, bailiffs and collection agencies. The extrajudicial costs amount to at least 15% of the amount which the customer owes Inteco with a minimum of € 250.
- 10.7 The claim for payment is immediately due in the event the customer is declared bankrupt, applies for a moratorium on payment, presents an application to be admitted to a statutory debt rescheduling scheme, assets of the customer are made subject to attachment pursuant to an enforcement title, the customer passes away or is liquidated or dissolved.
- 10.8 In the event of an order placed by several customers jointly, each customer is severally bound to pay the invoice amount.
- 11. ADVANCE PAYMENT / GIVING OF SECURITY / SET-OFF**



- 11.1 Inteco is at all times entitled to demand advance payment or security for payment of its invoices before effecting performance or continuing with such performance. If the customer fails to make the desired advance payment or give the desired security, the performance obligation to which Inteco is subject will be cancelled, without prejudice to Inteco's right to compensation of all loss, costs and interest by the customer.
- 11.2 Inteco is always entitled to set off claims of Inteco – whether or not they are due – on the customer against claims which the customer has on Inteco under the agreement. Insofar as any consent is required on the part of the customer, this consent is deemed to have been unconditionally and irrevocably to Inteco.
- 12. RETENTION OF TITLE**
- 12.1 The goods delivered by Inteco on the basis of any agreement remain Inteco's property until the customer has performed all of the following obligations under all agreements made with Inteco:
- the counter performance with regard to the goods delivered or to be delivered themselves;
  - the counter performance relating to services performed or to be performed by Inteco pursuant to the agreement[s];
  - any claims for non-performance or default by the customer of [an] agreement[s].
- 12.2 In the event the customer does not perform his obligations or if there is a well-founded fear of such, Inteco is entitled, without any notice of default, to take back the delivered goods which are subject to the retention of title referred to in Article 12.1 from the customer or third parties holding the goods on behalf of the customer. In that case Inteco has the right to dissolve the agreement between the parties without judicial intervention, without prejudice to Inteco's right to compensation of loss, lost profit and interest. The customer must give Inteco the opportunity to take back the delivered goods and must fully cooperate in this respect, whereby failure to comply is subject to a penalty of 10% of the amount it owes Inteco per day that the customer fails to comply.
- 12.3 The customer does not have the right to grant a pledge or any other [qualified] right on goods which are subject to a retention of title. If third parties wish to grant or enforce any right on the goods delivered subject to retention of title, the customer is obliged to immediately give Inteco written notice thereof.
- 12.4 The customer is only entitled to resell the goods which are subject to the retention of title in the framework of the ordinary course of business.
- 12.5 The customer undertakes to insure the goods delivered subject to retention of title and keep them insured against fire, explosion and water damage, against damage resulting from destruction and against theft. The customer must present the policy of such insurance to Inteco upon first request.
- 12.6 In addition, the customer undertakes on Inteco's first request to immediately and unconditionally cooperate with:
- granting a pledge pursuant to Article 3:239 Dutch Civil Code (DCC) on all claims of the customer relating to the goods delivered to Inteco subject to retention of title;
  - granting a pledge pursuant to Article 3:239 DCC on all claims which the customer acquires on his customer[s] when reselling goods delivered by Inteco which are subject to retention of title;
  - marking goods delivered by Inteco subject to retention of title as Inteco's property;
  - taking all reasonable measures in other ways which Inteco wishes to take to protect its property rights relating to the goods it has delivered subject to retention of title and which do not reasonably hinder the customer in the normal running of his business.
- 13. LIABILITY**
- 13.1 Inteco's total liability, under any heading whatsoever, is limited to compensation of direct loss to a maximum of the amounts which Inteco's liability insurer has paid out therefore. If Inteco's liability insurer does not make a pay-out, Inteco's total liability is limited to the amount of the price paid on the basis of the agreement for the relevant [sub-] order as a result of which the loss has arisen, except in the event of intent or wilful conduct or negligence of the customer, its employees, representatives or subcontractors.
- 13.2 Inteco's liability for indirect loss, including consequential loss, lost profit, lost savings, loss of data and damage due to stagnation in business activities and degradation, is at all times excluded.
- 13.3 Direct loss exclusively means:
- material damage or faulty functioning or non-functioning of goods, software and equipment;
  - material damage to other property of the customer and/or third parties;
  - the demonstrably reasonable costs which the customer has actually made to have Inteco's performance correspond with the agreement.
  - demonstrably reasonable costs made to determine the cause and the scope of the damage or loss, insofar as the determination relates to the direct loss as referred to in these conditions.
- 13.4 A condition for the arising of any right to compensation is always that the customer must notify Inteco in writing of the damage or loss as soon as possible [at latest within 24 hours] after the arising thereof.
- 13.5 The customer indemnifies Inteco and employees of Inteco against all claims of third parties in the broadest sense of the word.
- 13.6 Inteco does not in any way accept liability for goods which have not been assembled by or on instruction of Inteco.
- 13.7 Inteco accepts no liability whatsoever for defects to delivered and/or assembled goods to which the customer himself has made changes and/or repairs.
- 14. PLANNING, TRANSPORT AND ASSEMBLY**
- 14.1 The contracting party is obliged to create the following prerequisites and in that context in any event takes on the obligations set out in this article.
- 14.2 Before Inteco can start its preparation and execution work an agreement must be made in accordance with Article 5 of these conditions and the contracting party must have furnished it with certified drawings, as well as prints of the electrical and mechanical system and drawings on which the equipment to be built by third parties is positioned including related reference and product information sheets, so that Inteco can determine the spacing dimensions, planning and the work address.
- 14.3 [Construction] lights and [construction] cranes must be made available free of charge for vertical transport. A free wall opening of sufficient size must be present for horizontal transport, which opening is equipped with a secured loading and unloading facility, suitable for pallets and pallet wagons.
- 14.4 The starting point is an overall depth which can be realised with standard work scaffolds with a maximum working height up to 4 metres.
- 14.5 The contracting party provides sufficient assistance with regard to the unloading and the storage of the materials to be delivered.
- 14.6 A dry, properly lockable space must be available for the storage of materials and auxiliary material.
- 14.7 Upon the delivery of materials in containers a roomy, properly accessible, flat place must be made available for placing as many containers as the work requires.
- 14.8 Any necessary scaffold work for a work height higher than 4 metres must be set up ready for use by the contracting party prior to the work and must be removed by the contracting party after the end of the work.
- 14.9 All materials to be used, power [including but not exclusively gas, electricity and water], as well as auxiliary material which is necessary during the execution of the work will be made available on the work floor by the contracting party.
- 14.10 The rooms to be used must be clean and fully vacated, wind- and water-tight, well-lit and properly accessible, i.e. fully "work ready".
- 14.11 The fitting of datum levels and/or grids, and the setting of the height and pitch in the floors must be effected in time by the contracting party.
- 14.12 The walls and ceilings must be such that without any pre-treatment Inteco can treat them. The contracting party is explicitly responsible for the suitability of the surface for the



- agreed treatment. Any consequences of an unsuitable surface are never at Inteco's expense and risk.
- 14.13 The contracting party will make all items set out in this article available to Inteco for free and in time, unless otherwise agreed between the parties in writing.
- 14.14 The construction waste is at the expense and risk of the contracting party. The contracting party will see to sufficient storage, transport and removal.
- 15. OTHER OBLIGATIONS OF THE CUSTOMER**
- 15.1 The customer will always immediately notify Inteco in writing of any changes in name, [postal] address, email address, VAT number and bank or giro number.
- 15.2 The customer is bound to make all information and documents which Inteco in its opinion needs for the correct execution of the order, available in time in the form desired by Inteco and in the manner desired by Inteco.
- 15.3 The customer is bound to immediately inform Inteco with regard to facts and circumstances which can be important in connection with the execution of the order.
- 15.4 The customer guarantees the accuracy, completeness and reliability of the information and documents made available to Inteco.
- 16. TERMINATION**
- 16.1 Inteco can suspend or terminate the agreement between the parties in whole or in part with immediate effect without notice of default and without judicial intervention by written notice if:
- the customer is granted a moratorium on payment – temporary or otherwise –, is declared bankrupt, the business of the contracting party is liquidated or terminated, or a [statutory] debt rescheduling scheme is declared to apply to the customer;
  - the customer loses the control over his assets due to attachment, appointment of a guardian or otherwise;
  - the control [in the business] of the customer changes;
  - after making the agreement circumstances have come to Inteco's attention which give Inteco good grounds to fear that the customer will not perform his obligations;
  - Inteco has asked the customer to pay in advance and/or give security for the performance and the advance payment is not made and/or security is not given;
  - circumstances arise with regard to persons and/or material which Inteco uses or tends to use in the performance of the agreement, which are of such nature that the performance of the agreement becomes impossible or so cumbersome and/or disproportionately costly that performance of the agreement cannot reasonably be demanded.
- 16.2 The customer is liable for the loss suffered by Inteco in connection with the suspension or termination, unless suspension or termination is effected on the basis of Article 16.1 under f.
- 16.3 If at the time of termination the customer has already received activities for the performance of the agreement, such activities and the related payment obligation will not be the subject of nullification, unless Inteco is in default with regard to said activities. Amounts which Inteco has invoiced before the termination in connection with what it has already effected or delivered to perform the agreement, remain owing in full in accordance with the provisions of the last full sentence and will become immediately due at the time of the termination.
- 16.4 Rights and obligations under the agreement between Inteco and the customer, which by their nature and contents are intended to continue, will remain in full effect after termination of the agreement.
- 17. CONFIDENTIALITY**
- 17.1 The customer is subject to a duty of confidentiality with regard to all confidential information which it receives from Inteco. The customer also imposes this obligation on its employees and on the third parties engaged by it to perform the agreement between the parties and the employees of the third parties.
- 17.2 If the customer defaults on the performance of the provisions of this article, he will forfeit an immediately due penalty of € 50,000 per event without the need for judicial intervention
- without prejudice to all further rights, including rights relating to performance and/or compensation of the loss suffered by Inteco.
- 18. INFORMATION, ILLUSTRATIONS AND INTELLECTUAL PROPERTY**
- 18.1 All illustrations, drawings, specifications of dimensions and weights, illumination diagrams and all information not specified in further detail and the like which occur in catalogues and folders, or are enclosed with or are mentioned in offers or order confirmations, provide a general representation of affairs and are not binding.
- 18.2 All intellectual property rights to all software developed or made available pursuant to the agreement such as analyses, documentation, reports, offers, as well as preparatory material thereof, belong exclusively to Inteco or its licensors. The customer exclusively acquires the user rights and powers which are explicitly granted in these conditions or otherwise.
- 18.3 The customer will not reproduce the software and/or other materials or make copies thereof, nor will the customer give these to third parties for inspection.
- 18.4 The customer will send the software and/or other materials back to Inteco on Inteco's first request.
- 18.5 The customer is not permitted to remove or alter any indication relating to copyright, marks, trade names or other intellectual property rights from the works referred to in the first paragraph.
- 18.6 Inteco grants the customer the non-exclusive right to the use of the reports, documentation, offers and preparatory materials therefore, developed or made available pursuant to this agreement. The customer will always promptly comply with the use restrictions agreed between the parties. The right of use is not transferrable.
- 19. OUTSOURCING**
- 19.1 Inteco is always entitled to outsource the execution of the work assigned to it to third parties in whole or in part.
- 20. CHANGE IN ORDER**
- 20.1 All changes in the order, be such on instruction of the customer, or as a result of the fact that another execution is necessary due to any circumstances whatsoever, are deemed additional work if they entail additional costs. Additional work will be charged to the customer on the basis of labour costs per hour and the cost of materials.
- 20.2 If Inteco, due to circumstances which were unknown at the time of the offer, must carry out more work than agreed, or must carry out work under circumstances more cumbersome than known to it at the time of entering into the agreement, Inteco is entitled to charge the customer the additional costs ensuing therefrom. These costs will be charged to the customer on the basis of labour costs per hour and the cost of materials.
- 21. RIGHTS BY THIRD PARTIES**
- 21.1 If special products are produced according to instructions of drawings of the customer, the customer fully indemnifies Inteco against all claims which third parties may enforce with regard to infringement of rights to which they are entitled to produce or sell such products.
- 21.2 If third parties enforce rights as referred to in Article 21.1 with regard to Inteco, Inteco is entitled to immediately cease the preparation and/or delivery, while the customer is bound to compensate Inteco for all loss and costs ensuing herefrom, including litigation costs.
- 22. AUTHORISED PERSONNEL**
- 22.1 Agreements made verbally or in writing with personnel of Inteco do not bind Inteco insofar as they have not been confirmed in writing by authorised representatives of Inteco or are immediately executed. In this respect personnel means all employees who have not been granted official power of attorney.
- 23. CHANGE IN GENERAL CONDITIONS**
- 23.1 Inteco reserves the right to change or supplement these conditions.



- 23.2 The changes become effective at the announced time of effectiveness. If no time of effectiveness is given, changes will become effective with regard to the customer as soon as the customer has been informed of the change.
- 23.3 Inteco will send the changed conditions to the customer in time [electronically].
- 23.4 Changes of subordinate interest can be implemented at any time.
- 23.5 If the customer does not want to accept a change in these conditions, he can terminate the contract up to the date when the new conditions become effective, with effect as of that date.

**24. APPLICABLE LAW AND COMPETENT COURT**

- 24.1 The legal relationship between the parties is exclusively governed by Dutch law. The applicability of the Vienna Sales Convention is explicitly excluded.
- 24.2 Disputes ensuing from agreements to which these conditions apply, will exclusively be presented to the competent court in 's-Hertogenbosch.

**25. TRANSLATION**

- 25.1 In the event of conflict with or ambiguity in a translated version of these conditions, the text of the Dutch version of the conditions is decisive.

Boxtel, 1 November 2013

Deposited with the Chamber of Commerce of 's-Hertogenbosch  
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