

1. General/applicability

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF ARTOFIL B.V. with registered office in Deurne as filed with the Chamber of Commerce in July 2017. Reg. No.: 17029618

1.1 In these General Terms and Conditions, the following terms are defined as follows:

Vendor: Artofil B.V., with registered office in Deurne at Industrieweg 21, or one or more of its group companies.

Buyer: any natural or legal person entering into a Contract with the Vendor, or with whom there have been contacts or negotiations on a Contract, or to whom the Vendor has made an offer.

General Terms and Conditions: these general terms and conditions of sale and delivery.

Contract: any agreement between the Vendor and the Buyer for the sale and delivery of Products, any change or addition thereto, and any juristic or other acts in preparation for and/or in performance of such an agreement.

Products: all goods transferred, delivered, or to be transferred or delivered, by the Vendor in the performance of the Contract. Insofar as applicable, Products is also understood to include work/services performed and to be performed by the Vendor, regardless of whether these are performed in connection with the Products.

Specification: the specification drafted by the Vendor for the Products delivered by the Vendor, which will be stated in the Contract, or failing a Contract in writing, the Vendor's order confirmation, or failing an order confirmation, the Vendor's last offer/quote.

1.2 These General Terms and Conditions apply to all quotes, offers of the Vendor, order confirmations, all Contracts of any designation whatsoever, all legal relationships, and all juristic and other acts between the Vendor and the Buyer.

1.3 The Buyer accepts the applicability of the General Terms and Conditions through the simple fact of placing an order or requesting an offer.

1.4 The Vendor explicitly rejects the applicability of any general terms and conditions that may be invoked by the Buyer.

1.5 Any departures from these General Terms and Conditions must be explicitly agreed in writing between the Vendor and the Buyer, and apply only to the specific instance for which they are agreed.

2. Offer and conclusion of Contract

2.1 Quotes of the Vendor in any form whatsoever are without obligation unless explicitly indicated otherwise in the quote.

2.2 A quote may, even if it is irrevocable, be withdrawn by the Vendor if the withdrawal reaches the Buyer before or at the same time as the quote.

2.3 Contracts and changes or additions to Contracts only become effective when the Vendor sends a written confirmation of the Buyer's order/job, or after the Vendor has commenced with the performance of the Contract.

2.4 Any samples, models, trials, prototypes, images, descriptions and information relating to the Products shown or provided in quotes, prospectuses, catalogues, etc., including but not limited to images, dimensions, weights and technical specifications, etc., are only indicative, and the Products the Vendor must deliver need not answer to them. They are for information purposes only and are non-binding.

2.5 In regard to the agreed specifications, minor aberrations on aspects such as quantity, dimensions, weights and colours, or deviations therefrom that fall within a tolerance generally considered reasonable in the industry are permissible and cannot under any circumstances constitute grounds for complaint.

2.6 The buyer will ensure that the Vendor possesses all information, data and documents necessary for the performance of the Contract by the Vendor. The Buyer is responsible and liable for the data and information, including but not limited to the accuracy, reliability and completeness thereof, that it provides to the Vendor for the purposes of a Contract.

3. Transfer of goods, risk

3.1 The Vendor will transfer the Products, hand over the accompanying documentation, and transfer the ownership of the Products in accordance with the Agreement and the General Terms and Conditions.

3.2 Delivery will be on the basis of the parity of the ICC Incoterms 2010 as indicated in the quote, order confirmation of the Vendor or Contract, failing which the transaction will be deemed to be conducted Ex Works (EXW) – warehouse of the Vendor in the Netherlands. All products will be transported at the expense and risk of the Buyer, even if the condition freight is paid for the shipment.

3.3 The risk for all direct and indirect damages that may occur to, or which may be caused by, the Products, including but not limited to the risk of full or partial loss/destruction of the Products, actually transfers to the Buyer at the moment and location of delivery.

4. Delivery period

4.1 Delivery periods commence as of the latest of the following moments: (i) the moment the Contract is entered into; (ii) the moment at which the Vendor has received all documents and data from the Buyer necessary for the performance; (iii) the moment at which the Vendor has received the amount required for payment according to the Contract as defined at the conclusion of the Contract or the advance payment to be made prior to the start of the work.

4.2 The delivery times/dates etc. agreed by the Vendor and the Buyer are indicated by approximation, and serve as an indication and not an absolute deadline.

In the event of late delivery, the Buyer has no entitlement to compensation of damages, suspension, cancellation or rescission. In the event of late delivery, the Vendor is only in default after receiving a notice of breach in writing from the Buyer in which the Buyer grants the Vendor a reasonable term of at least 60 days, and that period has elapsed without fulfilment.

4.3 The Vendor is authorized to render partial performances of the performance(s) it is obliged to render, in which case the Vendor is entitled, but not obligated, to invoice each partial performance.

4.4 If the Buyer has placed a call-up order, which is defined as an order for which the moment of delivery/acceptance is made dependent on a call-up by the Buyer, and this call-up order is accepted by the Vendor, then unless agreed otherwise, partial deliveries will be distributed over the delivery period in approximately equal batches per month. If upon entering into the Contract the Buyer has reserved the right to stipulate more specific desires in regard to partial deliveries and the moment of delivery thereof, the Buyer must indicate these within four weeks after a request from the Vendor in writing to that effect or within whatever other period is agreed in this regard with the Vendor. If delivery on back-beams is agreed, the Buyer must provide back-beams in suitable condition to the Vendor sufficiently in advance. In the event that a call-up is late, all resulting costs, including in any event the extra financing and/or storage costs, will be charged to the Buyer.

4.5 If, in the event of call-up orders, the Buyer does not provide the agreed layout, all resulting costs (including extra financing costs, storage costs of interim inventories) will be charged to the Buyer.

4.6 The Vendor will inform the Buyer of the time and place of delivery as quickly as possible, and the Buyer will collect the Products as quickly as possible, and in any event within 30 days after the Vendor's notification. Delivery will be deemed to have been made at the moment that the Products are made available by the Vendor to the Buyer.

4.7 If the Buyer does not take the Products in a timely manner, the Buyer is in default without notice of breach, and the Products will be stored at the Buyer's expense and risk and/or will be sold by the Vendor. In that event, the Buyer owes the purchase price plus storage costs, interest and all other actually incurred costs, as well as compensation of damages suffered.

5. Development and/or testing activities, models, trials, prototypes, etc.

5.1 In regard to all services, including but not limited to development activities and testing activities, the Vendor has only a best effort obligation. The Vendor will endeavor to perform the Contract with all due care.

5.2 There is a certain amount of uncertainty concerning the result inherent in the nature of the services the Vendor provides, including but not limited to development activities and/or testing activities. If the Vendor subsequently delivers Products, including but not limited to models, trials, prototypes, etc., the Vendor extends no warranty whatsoever concerning these Products, this including but not limited to the warranty that the Product is suitable for any purpose, application, or area of application.

5.3 If the Vendor performs development services, it is not obliged to conduct any tests or to assess whether the instructions of the Buyer are in compliance with legal requirements or quality standards, except when explicitly agreed otherwise in writing between the Vendor and the Buyer.

5.4 The Buyer is obliged, prior to the performance, production, duplication or disclosure of models, trials and/or prototypes, etc., to approve and test the latest models, prototypes or trials within 5 days after their being made available. If this term elapses without the Vendor receiving from the Buyer a written and detailed statement of well-founded complaints, the products are deemed to have been accepted/approved. If the Buyer requests the Vendor to commence performance, production and/or duplication, this request will be qualified as an approval/acceptance of the models, trials and/or prototypes, etc.

5.5 If the Buyer desires additions and/or changes, these are to be performed at the Buyer's expense and risk. Further, the Vendor offers no warranty whatsoever in regard to the additions and/or changes/modified Products, in the broadest sense of the word, including but not limited to the warranty that the Product is suitable for any purpose, application, or area of application.

5.6 Without prejudice to any warranty obligations on the part of the Vendor, acceptance in accordance with the preceding paragraphs will exclude any claims by the Buyer in regard to any failing in the Vendor's performance.

6. Prices

6.1 Unless otherwise indicated, all prices indicated by the Vendor are net cash, without deduction, in Euros and exclusive of VAT, expenses, import duties, surcharges, levies and taxes.

6.2 If no price is agreed in the Contract, the prices for the Products at the moment of entering into the Contract apply.

6.3 If after entering into the Contract one or more cost-price-determining factors arise or new cost-price-determining expenses arise for the Vendor, even if these are the result of foreseeable circumstances, the Vendor is authorized to charge the increase/expenses on to the Buyer.

7. Retention of title

7.1 Products delivered to the Buyer remain the property of the Vendor as long as the Buyer has not yet fully met all its payment obligations under any Contract with the Vendor and/or these General Terms and Conditions for Products both delivered and to be delivered, including but not limited to the purchase price, interest and collection costs. The Buyer bears the expense and risk of the Products under the retention of title.

7.2 In the event that a Product is intended for export to Germany, the Product intended for export is subject to German law (specifically, the law of the destination state) with respect to the property-law consequences of the retention of title if on the basis of that law the right of ownership does not lose its effect until the price is paid in full. With reference to a Product intended for export to a country other than the Netherlands or Germany, the property-law consequences of the retention of title of the Product intended for export are governed by the law of the destination state if (i) that law stipulates more beneficial conditions for the Vendor (in the opinion of the Vendor) and (ii) if under that law the right of retention of title does not lose its effect until the price is paid in full. The stipulation only has effect if the Product is actually imported into the designated destination state.

7.3 Until full payment of the price has been made, the Buyer is obliged to exercise the greatest possible care over the Products and to keep them suitably insured against standard risks, in part for the benefit of the Vendor. The Buyer must keep the Products in a manner that prevents them from being able to be combined with other goods/that no specification/accession can occur. Insofar as combination, accession or specification occurs as a result of the actions of the Buyer, all claims of the Vendor against the Buyer are immediately exigible in full.

7.4 If the Buyer forms a new object from or with the products referred to in paragraph 1, this is qualified as an object that the Vendor has had created for itself, with the Buyer holding it for the Vendor as owner, until full payment has been made.

7.5 The Buyer will store and mark the Products in such a way that they can be identified at all times as Products of the Vendor delivered under retention of title.

7.6 The Buyer will inform the Vendor immediately if the Products are damaged or destroyed, or if they are placed under seizure or claimed by third parties. Upon demand by the Vendor, the Buyer will inform the Vendor of the place at which the Products are located.

7.7 Before full payment has been made, the Buyer is not authorized to alter or use the Products, alienate them in whole or in part, lease them to third parties, grant the use of them to third parties, pledge them, or otherwise encumber them with rights, or to give up control of the Products in any way, except in the context of normal business operations. The Vendor is authorized to immediately reclaim the Products without notice of breach upon the payment deadline being exceeded or if the Vendor has reason to assume that the Buyer will not meet its obligations, and to immediately take back possession of the Products from the place they are located, either itself or through a third party, at the expense and risk of the buyer.

7.8 The Buyer hereby grants the Vendor nunc pro tunc the irrevocable authorization to collect the Products, remove them from where they are found, and to enter the areas in use by the Buyer either directly or through a designated third party. The Buyer will further do or refrain from doing everything reasonably necessary to allow the recovery of the Products. All costs of reclaiming and recovering the Products will be charged to the Buyer.

8. Payment

8.1 If the Vendor accepts cheques or bills of exchange, these do not extend to acquittance of the Buyer. Discount duties, stamp duties and banking charges must be paid by the Buyer immediately and in the form of ready cash. The Vendor does not warrant the timely and proper offering, protest or collection of cheques or bills of exchange. The Buyer can derive no rights against the Vendor from non-timely and improper offering, protest or collection.

8.2 If payment is made by cheque or bill of exchange, the Buyer is only granted acquittance for its payment obligation as soon as and insofar as the Vendor has the free disposal of the amount of the invoice on an account with a bank in the Vendor's country.

8.3 All payments must be made no later than on the last day of the agreed payment period, or if no date is agreed, within 14 days after the date of invoice. All payments must be made in the currency of the invoice, without suspension, compensation or deduction of expenses or offsetting of any amount for which on the date of payment the Buyer is not in the possession of a credit note or other written declaration of acceptance by the Vendor. If the payment period is exceeded, then without any warning or notice of breach being required, the Buyer is in default by operation of law, in which case all claims of the Vendor against the Buyer on any basis whatsoever become immediately exigible.

8.4 In the event of default by the Buyer, without prejudice to all other rights of the Vendor, the Buyer incurs interest to the Vendor in the amount of statutory interest under article 6:119a, Dutch Civil Code, plus 4% per annum on the amount owed as from the date of default up until the date of full payment. Payments are deemed to have been made in payment of, in the first place, any costs owed, followed by any interest incurred, and finally the oldest unpaid principal, regardless of whether that principal is exigible or not.

8.5 In the event of late payment, any discrepancy resulting from a less advantageous exchange rate must be paid by the Buyer. For this determination the reference dates will be the payment deadline of the invoice and the date on which the invoice is paid.

8.6 If the Vendor releases the claim to a third party for collection, and/or if the Vendor becomes involved in any legal proceedings against the Buyer (on the basis of the claim for payment or any other reason), then in addition to and beyond the interest and any legal fees (including salary and disbursements paid to attorney, court bailiff and/or other legal representatives), the Buyer is obliged to pay the full amount of damages suffered and costs incurred by the Vendor, both at law and extra-judicially, with a minimum of 15% of the principal.

8.7 The Buyer is at all times obliged to, upon demand by the Vendor, (i) immediately furnish security deemed adequate by the Vendor, in a form desired by the Vendor, and (ii) make advance payment to the Vendor. If the Buyer fails to furnish such security or make payment in advance, the Vendor is entitled to suspend the further performance of the Contract until the Buyer has furnished the requested security or made the advance payment.

9. Complaints

9.1 The Buyer has the obligation to examine the Products delivered, or have them examined, upon delivery in order to establish whether the Products delivered answer to the Contract.

9.2 The Buyer will notify the Vendor in writing of any complaints with regard to the Products, indicating (i) the Products concerned, (ii) the date of purchase, (iii) the date of delivery and (iv) the nature of the shortcoming (the "Report").

9.3 In the event of visible defects and/or shortfall in the quantities of the Products, the Buyer must submit a Report in writing to the Vendor within 5 business days after delivery of the Products and document these defects and/or shortfalls in quantities on the relevant transport document.

9.4 In regard to all other complaints relating to the Products, the Buyer must submit a Report in writing to the Vendor within 5 business days after the Buyer became aware of or could reasonably have become aware of the defects.

9.5 The Buyer must notify the Vendor in writing of any complaints with regard to the invoiced amount within 5 business days after receipt of the invoice, providing a description of the complaints.

9.6 If the Buyer fails to issue a notice of breach within the time as indicated in articles 9.3, 9.4 and 9.5 above, this will result in the Buyer's forfeiture of any claims whatsoever in this regard.

9.7 Return shipments are only permitted in consultation with the Vendor.

9.8 Complaints of any nature whatsoever do not entitle the Buyer to deferral of the payment obligations.

9.9 All claims and defences of the Buyer are cancelled unless legal proceedings are brought before a competent court within six months after delivery of the Products or the date that the delivery should have taken place.

9.10 Discrepancies and differences in quality, dimensions, weights, numbers, colours and other such parameters, etc., that can be considered minor and/or normal in the industry do not under any circumstances give ground for complaint.

10. Warranty

10.1 The Vendor warrants, under the conditions as set out in this article 10, that the Products it delivers are in compliance with the Specification except when agreed otherwise in writing. This warranty applies for three months after delivery of the Products in question.

10.2 No warranty is given for the development activities, inspections, testing, advising and similar services performed by the Vendor, nor for the products specified in article 5.

10.3 The Specification may include requirements on the materials to be used, including but not limited to the tensile strength and the absorption of the threads to be used. If the Vendor delivers Products that use threads that meet the requirements set in the Specifications, the Product meets the Specifications.

10.4 Except when the Vendor and the Buyer explicitly agree otherwise in writing, the Products are not suitable for a special purpose and they do not possess special qualities, and accordingly the Vendor will not be liable for any lack of conformity of the Products. Except when explicitly agreed otherwise in writing between the Vendor and the Buyer, the Vendor does not warrant that the products are suitable for any application or area of application.

10.5 If the Product delivered does not answer to the Specification and the Buyer has registered a complaint in a timely manner as described in article 9.1, then the Vendor is obliged to do only to one of the following, at its own discretion: (i) delivery of whatever has not been delivered, (ii) replacement of the Products or components in question (after which the replaced Products/components become the property of the Vendor), (iii) rectification or repair of the Product delivered within a reasonable term, (iv) refund of a proportionate share of the purchase price, or (v) the provision of a credit note.

10.6 Under no circumstances does the guarantee cover damages, failings and/or inadequacies that occur in or are fully or partially the result of:

- minor discrepancies in regard to stipulated dimensions, weights, quantities, colours and other similar parameters that fall within the tolerance levels as would be accepted in good commercial practice;
- the improper use, maintenance, storage or transport of the Products;
- processing, modification, change and/or repair of the Products by the Buyer or a third party;
- negligence of the Buyer or a third party;
- the failure to observe or act in accordance with the instructions, procedures or recommendations of the Vendor;
- normal wear-and-tear;
- materials, goods, methods, etc., insofar as these are applied at the request/instruction of the Buyer, as well as all materials and goods supplied by or on behalf of the Buyer;
- used materials/goods applied in consultation with the Buyer;
- materials and/or components obtained by the Vendor from third parties, insofar as the third party in question has not extended any warranty to the Vendor or the warranty extended by the third party has expired or the damage or cause in question is not covered by the warranty to me;
- a system dictated by the government with regard to the Products or the manufacture or use thereof.

10.7 If the Buyer does not fulfil any given obligation under any Contract and/or these General Terms and Conditions, or does not do so appropriately or in a timely manner, the Vendor is not bound by any warranty or any designation whatsoever. If the Buyer proceeds to repair or perform other work on the Product, whether the Buyer itself or by third parties on the Buyer's behalf, without the prior written permission of the Vendor, all warranty claims are voided.

10.8 The warranty obligations of the Vendor are exclusively limited to the warranty claims as described in this article 10. The Buyer hereby explicitly waives all further and other rights and claims it has against the Vendor.

10.9 New Products or components under warranty are delivered Delivered Duty Paid (DDP) ICC Incoterms 2010 warehouse of Buyer in the Netherlands. Complaint resolution on location is at the expense and risk of the Buyer, including but not limited to clearing out, setting aside, disassembly, assembly, setup and connection of the Products.

10.10 The Products must be made available to the Vendor for inspection upon demand, whereby the shipping must be paid by the Buyer in advance. Return shipments will only be accepted after the prior written approval of the Vendor. The costs of return shipments are to be borne by the Buyer, and the Buyer bears the expense and risk of the Products in question.

10.11 If the Vendor delivers Products to the Buyer that the Vendor has obtained from other vendors, then the warranty claims of the Buyer are in any event limited to the warranty extended by these third-party vendors to the Vendor in this regard.

11. Rescission/release

11.1 The Vendor is authorized to choose, without any obligation to pay compensation of damages and without prejudice to the other rights accruing to the Vendor under the Contract, these General Terms and Conditions, or the law, between either rescinding the Contract in whole or in part or suspending the performance or further performance of the Contract (i) if the Buyer does not fulfil, or does not fulfil properly or in a timely manner, any obligation resting on it under the Contract or these General Terms and Conditions, (ii) in the event of the bankruptcy of the Buyer, (iii) in the event of application for order granting of suspension of payments of the Buyer or the Buyer being placed under conservatorship, (iv) in the event of cessation or liquidation of the Buyer's business, (v) if a composition is offered to the creditors of the Buyer, (vi) if attachment is levied on a considerable portion of the Buyer's operating assets, (vii) in the event the Buyer's business or a considerable portion thereof is sold to a third party, (viii) if the Buyer's credit limit extended by the Vendor's credit insurer is exceeded or threatens to be exceeded, (ix) if the credit limit against the Buyer is changed, and/or (x) if the Vendor's credit insurer does not issue credit insurance for the buyer or any transaction between the Vendor and the Buyer, or does not do so at conditions acceptable to the Vendor, or if the credit insurance ends with regard to the Buyer or any transaction between the Vendor and the Buyer.

11.2 Any claims of the Vendor are, in the situations identified under (i) through (x) of the foregoing article 11.1, immediately exigible, without the Vendor being obliged to make payment of any compensation or warranty, and the Vendor will be entitled to reclaim all Products. The Buyer will grant its full cooperation therewith.

11.3 If the Buyer is aware of facts or circumstances that it could or should reasonably assume to be of influence on its credit limit, the Buyer will inform the Vendor thereof in writing immediately. Likewise, whenever any of these situations as described above under (i) to (vii) of article 11.1 above arise or threaten to arise, the Buyer will report this to the Vendor in writing immediately.

12. Intellectual property rights and confidentiality

12.1 The Vendor reserves all present and future rights of intellectual property or other rights pertaining to the Products, and these will remain exclusively the property of the Vendor. The Contract and the General Terms and Conditions do not comprise any transfer of any rights of intellectual property or other rights, or rights of use, except when agreed otherwise in writing.

12.2 The Buyer undertakes the obligation to refrain from violating or compromising these rights of intellectual property or other rights, in any way, whether directly or indirectly, and whether by using them or by any other means.

12.3 Without the permission of the Vendor in writing, the Buyer is not permitted to disclose or use data and information concerning the Vendor or its affiliates, including but not limited to the Products and activities, all in the broadest sense of the word, insofar as this data was provided under confidentiality or is evidently of a confidential nature.

12.4 All images, drawings, models, prototypes, and data pertaining to weights, dimensions, quality, colours, etc., included in advertising material, price sheets and circulars, are only approximate and are not binding. All quotes, drawings, diagrams, models, designs, material lists, etc., remain the property of the Vendor even if charges for them are applied against the Buyer. The Buyer may not copy this information in whole or in part without the Vendor's consent, other than for internal use by the Buyer and it may not be presented to, provided or otherwise made known, nor used or made available by the Buyer, other than for the purpose for which it was provided by the Vendor to the Buyer, even if costs for doing so are charged to the Buyer.

13. Liability and indemnification

13.1 The liability of the Vendor for attributable failure in the fulfilment of the Contract on the basis of wrongful act or any other basis is limited to the amount that the Vendor receives under its business liability insurance with regard to the damages for which it is held liable by the Buyer.

13.2 If no insurance payment for the damages in question follows, the Vendor's liability is limited to the warranty system provided in article 10 (direct damages). In all cases, the Vendor's liability is limited, regardless of the basis of the liability, to compensation of direct damages up to a maximum of the amount of the price/invoice for the Product in question.

13.3 Under no circumstances will the Vendor be liable to the Buyer for any special, consequential, indirect, criminal or one-off damages, including all damages that are not damage to the Product itself, such as damage to other property, damage to customers of the Buyer, stagnation losses, loss of profit, lost savings, increase of operational costs, loss of customers and diminished goodwill, etc., regardless of cause, and regardless of the basis for the liability, and regardless of whether the damages were in any way predictable.

13.4 The limitations and exclusions given in paragraphs 1 through 3 above remain non-applicable insofar as the damages in question were caused by intent or gross negligence by the management of the Vendor.

13.5 Unless fulfilment by the Vendor is permanently impossible, liability of the vendor on the basis of the attributable failure in the fulfilment of the Contract only arises if the Buyer notifies the Vendor of breach in writing, providing a reasonable term for fulfilment, and there is no fulfilment within this term.

13.6 A condition for the creation of any right to compensation of damages is at all times that whenever damages arise, the Buyer must inform the Vendor in writing as quickly as possible. Any claim for compensation of damages against the Vendor expires automatically upon the lapse of six months after the claim arises.

13.7 The Buyer indemnifies the Vendor against all claims of third parties against the Vendor, the costs (including reasonable legal costs) for the defence against such claims, and all obligations of the Vendor towards third parties, if such claims, costs and obligations result from or arise in relation to any acts or omissions or use of the Products by the Buyer or any third party engaged by the Buyer and/or the improper performance of the Contract.

14. Force majeure

14.1 A situation of force majeure is understood to be the case in all circumstances that impede the Vendor from performing the Contract or a portion thereof, or which make it impossible or unreasonably onerous for the Vendor to do so, if such circumstances arise beyond the reasonable control of the Vendor, including, but not limited to: fire, flood, strike, labour conflict, war (declared or undeclared), terrorism, embargoes, blockades, legal restrictions, riots, transport difficulties, power outages, governmental measures in the broadest sense of the word relating to production and distribution of the goods, unavailability of raw materials, and delays in the production, distribution and delivery of goods to the Vendor and/or suppliers of the Vendor.

14.2 In the event of force majeure, the Vendor will suspend the performance of the Contract for the duration of the circumstances in question. If this period lasts longer than three months, the Vendor is authorised to rescind the Contract without being obliged to pay any compensation of damages.

14.3 If prior to the situation of force majeure arising, the Vendor has already partially fulfilled its obligations under the Contract, the Vendor is authorized to invoice the portion already delivered, and the Buyer will pay the invoice as if drafted under a separate Contract.

15. Jurisdiction and applicable law

15.1 Any disputes that may arise in connection with or from these General Terms and Conditions, the Contract, or any other legal relationship between the Buyer and the Vendor subject to these General Terms and Conditions, including disputes on the existence and validity thereof, will be submitted to the competent court in 's-Hertogenbosch, the Netherlands, to the exclusion of all other forums.

15.2 However, if the Buyer is established outside the member states of the European Union, disputes resulting from or arising from these General Terms and Conditions, the Contract, or any other legal relationship between the Buyer and the Vendor to which these General Terms and Conditions apply, disputes concerning the existence and the validity thereof included, will be adjudicated exclusively by arbitration in accordance with the Arbitration Regulations of the Netherlands Arbitration Institute. This procedure is governed in part by the following: (i) the arbitral tribunal will consist of three arbitrators, (ii) the place of arbitration will be a place in the Netherlands, (iii) the proceedings will be conducted in English, and (iv) the arbitral tribunal will decide in accordance with the rules of law.

15.3 All quotes, Contracts and legal relationships between the Vendor and the Buyer are governed by Dutch law exclusively, to the exclusion of all other forums.

16. Miscellaneous

16.1 In regard to all communication and exchange of messages between the Vendor and the Buyer in any way whatsoever, the Dutch text always prevails over any translations thereof.

16.2 The Vendor is authorized to transfer the rights and obligations under the Contract to third parties. The Buyer is not permitted to do so without the consent of the Vendor in writing.

16.3 The Vendor is authorized to unilaterally amend these General Terms and Conditions. The Buyer declares its consent to any such changes in advance.

16.4 The nullity or annulability of a clause of the Contract and/or these General Terms and Conditions does not entail that the other provisions of the Contract or the General Terms and Conditions are invalid. In such a situation, the Parties are obliged to replace the cause in question with a new clause that is not invalid or annulable, and which in a material sense corresponds as closely as possible to the invalid or annulable clause, with the maximum possible observance of the Vendor's original intent.