

General Purchase Conditions



of Van Gansewinkel Groep bv and every affiliated entity

Performance of Services

1. Definitions

In these General Purchase Conditions (hereinafter: 'these Purchase Conditions'), the following terms and expressions will have the following meanings:

Client: Van Gansewinkel Groep b.v., as well as every entity that is a member of this group, as referred to in Section 24(b) of Book 2 of the Dutch Civil Code (Burgerlijk Wetboek) - being the users of these Purchase Conditions;

Contracted Party: the natural person or legal entity to whom or which the Client assigns the performance of Services;

Parties: the Client and the Contracted Party;

Agreement: every legal relationship to which these Purchase Conditions apply;

Assignment: the agreements between the parties, laid down in writing;

Services: the services to be performed by the Contracted Party for the Client and/or the knowledge to be delivered by the Contracted Party to the Client in accordance with specifications, and also the relevant materials, as laid down in the Agreement and the appendices;

Written/in writing: by letter but also by fax and email;

Statutory Provisions: all laws and regulations, government regulations and provisions and the company rules applicable at the location where the Agreement is executed, namely the place of delivery of the goods.

2. Applicability

- 2.1 These Purchase Conditions are applicable to the formation, contents and execution of the Agreement, as well as to all other legal acts and legal relationships between the Client and the Contracted Party.
- 2.2 The applicability of any general conditions applied by the Contracted Party, however described, is hereby explicitly excluded.
- 2.3 These Purchase Conditions may only be derogated from if and in so far as this has been agreed on in writing between the Parties.

2.4 The Statutory Provisions apply to the Agreement, except if and in so far as these are explicitly deviated from in the Agreement.

2.5 For the purposes of these Purchase Conditions, 'personnel of the Contracted Party' includes: third parties engaged by the Contracted Party in the execution of the Agreement.

3. Offers and formation of Agreements

- 3.1 A request for a quotation will not be binding on the Client and will be regarded as an invitation to the Contracted Party to submit an offer.
- 3.2 An oral or written offer from the Contracted Party will be irrevocable and binding on the Contracted Party unless the Client has explicitly stated otherwise.
- 3.3 If an offer by the Contracted Party is followed by a written Assignment from the Client, in accordance with the offer, the Agreement will be concluded at such time as the Client sends this Assignment to the Contracted Party.
- 3.4 Unless the Assignment explicitly states otherwise, these Purchase Conditions will apply to the Assignment.
- 3.5 The Client may amend or supplement the Offer. In that case, the Agreement will be concluded at such time as the Client has received written confirmation of the Assignment in accordance with the amended or supplemented offer or at such time as the Contracted Party begins the actual execution of the Assignment.
- 3.6 Oral Agreements will only be concluded following written confirmation by the Client or after the Client has provided the Contracted Party with a purchase order number for this Assignment.
- 3.7 In the case of a framework agreement, any (further) Agreement(s) arising from it will (in each case) be concluded at such time as the (further) Assignment relating to that framework agreement is sent by the Client.



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3.8 In the event that construction documents, specifications, instructions, models, drawings, inspection instructions, etc., however embodied, which have been made available by or approved by or on behalf of the Client, are used by the Contracted Party in the execution of the Agreement, they will form part of the Agreement, unless the Client has stated otherwise in writing.

4. Prices and price adjustment

4.1 The prices and rates agreed on by the Parties are fixed, unless the Agreement specifies the circumstances that result in a price adjustment and also stipulates the manner in which this adjustment is made.

4.2 Agreed prices and rates are expressed in euro, exclusive of Dutch VAT, unless agreed otherwise, and will include all the costs involved in the fulfilment of the obligations of the Contracted Party, including, but not limited to, labour costs, transport costs, accommodation expenses, overnight expenses, shipping costs, clearance charges, insurance costs and packaging costs (with the exception of packaging on loan). The Contracted Party will also specify which VAT rate applies.

5. Agreement

5.1 The Agreement is a result agreement. The Services to be performed will be delivered as specifically described in the Assignment, including any rights and materials also to be transferred or delivered through a Written Delivery Protocol. Minor work still to be carried out may be specified in the Protocol. The Contracted Party will ensure that these points are in order as soon as possible.

With due observance of the provisions of Article 7, delivery will be effected at the agreed location and at the agreed time and also in accordance with the delivery condition for goods and duties, Delivered Duty Paid (carriage paid). With due observance of the provisions of Article 7, delivery will be effected promptly at the agreed time or within the agreed period. All deadlines must be considered to be final. In the event that any delivery period is exceeded, the Contracted Party will be in default by operation of law.

In the event of Assignments under the Client's direction, timesheets specifying the hours worked must be submitted to the Client for approval on a weekly basis. These approved timesheets must be appended to the invoice.

5.2 In the event that the delivery period is exceeded, the Contracted Party will be liable to pay a penalty equivalent to 0.5% of the purchase price of the Goods, in so far as the

delivery period relates to this, for each calendar day that the delivery period is exceeded. In the event that the delivery period has been exceeded or is in danger of being exceeded by more than 30 days, the Client will have the right to terminate the Agreement, with the continued applicability of the penalty arrangement. This penalty will not prevent the payment of all damage and/or loss and costs.

5.3 In the event that the delivery period is in danger of being exceeded, the Contracted Party must report this to the Client immediately, stating the reasons. The Contracted Party must at the same time submit a proposal for the manner in which the Contracted Party will, as much as possible, limit the time by which the delivery period is exceeded.

5.4 The Client will at all times have the right to postpone the Service. The Contracted Party will in that case store, preserve, protect and insure the goods to be delivered, properly packed, separately and recognizably.

5.5 Unless the Parties have agreed to this in writing, the Contracted Party will not be authorized to deliver individual project parts. In the event that the delivery of project parts has been agreed on in writing, 'delivery' will, for the purposes of these Purchase Conditions, include the delivery of a project part.

5.6 The Contracted Party will observe the safety and environmental regulations as well as the company rules applied by the Client.

5.7 The Services must be of good quality and meet the usual requirements of reliability, efficiency and finish, as well as any requirements agreed on at a later date. The Contracted Party is aware of the purpose and use for which the Services are intended and guarantees that the Contracted Party is pre-eminently suited for performing the Services.

5.8 The Contracted Party guarantees that the delivered Services will be unencumbered by any restrictions and rights of third parties, including restrictions which might arise from patents, copyrights or other industrial property rights, with the exception of charges, restrictions and claims which the Client has explicitly accepted in writing.

5.9 For the purposes of this article, 'Services' also includes the delivery of all materials and related auxiliary materials and documentation, such as the EC statement of conformity, the technical construction file, the operating instructions or manual in the language or languages of the country or countries of use, drawings, test certificates, quality certificates, inspection certificates and guarantee



certificates, maintenance and instruction manuals and material and safety information, including, but not limited to, Material Safety Data Sheets (MSDS).

- 5.10 In the event that the Service consists of making workers available, the Contracted Party must assess with the utmost care whether the prospective workers are suitable for the job. The job description made available by the Client and the Contracted Party's own excellent knowledge of the Client's company are to be used as criteria.

6. Materials

- 6.1 Any materials and auxiliary materials to be delivered will be transported at the risk and expense of the Contracted Party. The Contracted Party will be responsible for the loading, stowage and unloading of the materials and for adequate insurance.
The materials must be properly packed and marked by the Contracted Party in accordance with any instructions given by the Client, with due observance of the Statutory Provisions as applicable in the countries of manufacture, shipment, transit and destination of the materials and in general in such a way that they will be able to reach their destination in good condition.
- 6.2 The Contracted Party will be responsible for removing the packaging materials provided by the Contracted Party from the premises of the Client. The Client will at all times have the right to return the packaging materials of the Contracted Party. Return of packaging materials will be at the risk and expense of the Contracted Party to an address to be specified by the Contracted Party.
- 6.3 The Contracted Party must pack the materials in as environmentally-friendly a manner as possible, with due observance of EC Directive 94/62/EC and the Packaging and Packaging Waste Regulations (Government Gazette 1997, no. 125, of 4 July 1997), based on Packaging Agreement III, or any later version.
- 6.4 The Contracted Party must provide the materials with a clearly visible packing list, consignment note or packing slip, which must in any case always state: the name and address of the Contracted Party, the order number, net weight, country of origin, name of the Client as well as the name of the Client's contact person, the VAT number of the Contracted Party, the manner of transport and the delivery location.
- 6.5 In the event that the Contracted Party fails to comply with the provisions of this article, the Client will be at li-

erty to reject the delivery. The Contracted Party will be liable for any damage or loss arising due to or in connection with the fact that the packaging fails to comply with the provisions of this article.

- 6.6 With regard to hazardous substances and Goods with hazardous properties, the Contracted Party must take and observe all necessary precautions, in particular the use of suitable and approved receptacles and packaging, labelling, identification, hazard card and user information.

7. Ownership and risk

- 7.1 With due observance of the following provisions, ownership of the materials will transfer from the Contracted Party to the Client after delivery and, if applicable, assembly and/or installation in accordance with the Agreement.
- 7.2 In the event that the Client makes goods available to the Contracted Party, such as raw materials, ancillary materials, tools, drawings, specifications and software, for the fulfilment of the obligations of the Contracted Party, these will remain the property of the Client. The Contracted Party will keep the relevant goods separated from goods which are the property of the Contracted Party or any third party. The Contracted Party will mark them as the Client's property.
- 7.3 Without prejudice to the provisions of Article 4, at such time as goods, such as raw materials, ancillary materials and software of the Client, have been processed in goods of the Contracted Party, new goods will have been formed, which will be the property of the Client.
- 7.4 The risk of the materials or rights, including new goods as referred to in paragraph 3, will transfer to the Client at such time as the delivery and subsequent approval of the Goods have been effected in accordance with Article 12.
- 7.5 The risk of the Goods will be borne by the Contracted Party during the period commencing on the transfer of ownership and ending at the time of delivery, should these times not coincide.
- 7.6 During the period in which the Contracted Party bears the risk of the materials and/or rights (partly) by reason of these Purchase Conditions, the Contracted Party will be obliged to take out and maintain adequate insurance cover against all risks, at the expense of the Contracted Party. The Client will have the right to inspect the relevant insurance policy.



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7.7 In the event that the Service consists of making workers available, the Client will immediately be entitled to all intellectual property rights which arise during the performance of the Service.

8. Auxiliary materials

- 8.1 Any materials, software, drawings, models, moulds or templates, tools, instructions, specifications and other auxiliary materials made available by the Client or purchased or manufactured by the Contracted Party for the delivery to the Client will remain the property of the Client or will become the property of the Client at the time of purchase or manufacture, unless the Parties agree otherwise.
- 8.2 The Contracted Party will be obliged to mark the auxiliary materials referred to in the preceding paragraph as the recognizable property of the Client, for which it acts as holder, to keep the aforesaid materials in good condition and to take out insurance for them against all risks, at the expense of the Contracted Party, for as long as the Contracted Party acts as holder of these auxiliary materials.
- 8.3 The Contracted Party will not be permitted to remove or change any notice on the auxiliary materials relating to the property rights of the Client.
- 8.4 The auxiliary materials will be made available to the Client on demand or together with the last delivery of the Goods to which the auxiliary materials relate.
- 8.5 Auxiliary materials used by the Contracted Party in the execution of the Agreement will be presented to the Client for approval on the Client's demand.
- 8.6 Any changes to or divergence from the auxiliary materials made available or approved by the Client will only be permitted subject to the Client's prior written approval.
- 8.7 The Contracted Party will not use the auxiliary materials or cause them to be used for or in connection with any purpose other than the delivery to the Client.
- 8.8 On the Client's demand, the Contracted Party must inform the Client, by means of a status report, about the quantity and quality of the auxiliary materials of the Client of which the Contracted Party has custody.
- 8.9 The Client will have the right to have the Contracted Party sign declarations of ownership with regard to the auxiliary materials. The Contracted Party must render every assistance in this respect.

8.10 The manner of use of the auxiliary materials will be entirely at the risk of the Contracted Party.

9. Changes

- 9.1 Provided that these changes can reasonably be made, the Client will have the right to require that the Contracted Party make changes to the nature and scope of the Services to be performed. The Client will make the required changes known in a manner recognizable to the Contracted Party.
- 9.2 In the event that any change will, in the opinion of the Contracted Party, have consequences for the fixed price agreed on and/or the delivery date, the Contracted Party will be obliged, prior to carrying out the change, to inform the Client of this in writing and as soon as possible but within no more than eight (8) working days of having been informed of the required change. The Client will have the right to terminate the Agreement if the price and/or the delivery period stipulated by the Contracted Party are not acceptable to the Client. The Client will not exercise the right to terminate the Agreement on unreasonable grounds. In the event of termination, the Client will pay the Contracted Party all reasonable direct costs which the Contracted Party has had to incur up to that time in direct connection with the terminated Agreement and of which and in so far as the results cannot be used elsewhere.
- 9.3 The Contracted Party will solely have the right to make changes to the execution of the Agreement or to implement these subject to the Client's prior written approval. Requests for changes must be submitted to the Client by the Contracted Party in writing.
- 9.4 Any changes required by the Client which individually do not represent more than EUR 10,000 and in total do not represent more than 2% of the original price will not constitute grounds for price changes.

10. Payment, invoice

- 10.1 The Contracted Party will have the right to send an invoice, albeit not until after delivery of the Services.
- 10.2 Payment of the invoice, including Dutch VAT, will be effected 90 (ninety) calendar days after delivery or, if that date is later, 90 (ninety) calendar days after receipt by the Client of the invoice, if and in so far as the Client has approved the invoices and the Services, including all the relevant documentation and any installation and/or assembly and/or commissioning.



- 10.3 As security for the fulfilment of the obligations of the Contracted Party, the Client will have the right, prior to payment being effected, to require, in addition to or in lieu of the delivery, that the Contracted Party has an unconditional and irrevocable bank guarantee issued, at the expense of the Contracted Party, by a bank acceptable to the Client.
- 10.4 The Contracted Party will ensure that the invoices also state the number and date of the order confirmation or a description of the Agreement and the name of the Client's contact person, as well as all other information agreed on between the Parties, always together with the documents agreed on between the Parties. The Contracted Party will submit to the Client as many copies of the invoices as agreed on between the Parties, always together with the documents agreed on between the Parties.
- 10.5 Payment by the Client does not in any way whatsoever entail relinquishment of any rights. Payment of the invoice does not imply approval of the Service.
- 10.6 The Client will at all times have the right to set off any amounts payable by the Client to the Contracted Party against any amounts which are or which the Client deems to be payable, for whatever reason, to the Client by the Contracted Party or the companies that are a member of the same group as the Contracted Party.
- 10.7 The Client will have the right to suspend payment in the event that it discovers a failure in the performance of the Agreement, for instance a failure in the performance of the Services or any installation and/or assembly involved.

11. Quality, guarantee

- 11.1 The Contracted Party guarantees that the Services, including any installation and/or assembly involved: are in accordance with the description, requirements and scope specified in the Assignment and the Agreement;
- the materials are new, unless the Parties have agreed otherwise;
 - the performance of the Services has caused the result to be in accordance with the properties promised by the Contracted Party orally and/or in writing and expected by the Client;
 - are suitable for the purpose for which they will be used;
 - are free from defects and unencumbered by third-party rights;
 - comply with the statutory requirements, including those relating to quality, health, safety and environment, as

applicable at the time of delivery in the countries where the Services are performed and the countries of manufacture, shipment, transit and destination of the materials;

- the Services and the materials comply with the most stringent safety and quality or certification requirements applied within the sector at the time of delivery.

11.2 In the event that the Services, irrespective of the results of any inspection, prove not to be in compliance with the provisions of paragraph 1, the Contracted Party will, at the Client's discretion and on the Client's first written demand, either repair or replace the Services, at the expense of the Contracted Party, unless the Client prefers to terminate the Agreement in accordance with the provisions of Article 19.

11.3 The guarantee period applicable to the Services, including any installation and/or assembly of relevant deliveries, will be at least two (2) years, counting from the date of actual delivery, completion or commissioning. The expiry of the guarantee period will not affect the rights which the Client may derive from the law and the Agreement. The agreed guarantee during this period will in any case entail that the Contracted Party will remedy, as soon as possible and at the expense of the Contracted Party, any defect reported to the Contracted Party in writing by the Client within the guarantee period, and this includes payment of all the additional costs. In the event that the Contracted Party has changed, repaired or replaced any method, materials or parts pursuant to this obligation, a full guarantee period will apply to these Goods or parts, counting from the moment when the Client has accepted the change, repair or replacement and without prejudice to any guarantee period that is still applicable to the original Services provided by the Contracted Party.

11.4 The Contracted Party will be fully responsible for any hidden defects.

12. Inspection

12.1 The Client will at all times have the right to inspect the Services and the related matters or to have such an inspection carried out during execution, production, processing and storage as well as after actual delivery, completion or commissioning of the Services. The Client will have the right to read the inspection reports; the Contracted Party will be obliged to allow the Client to do so.

12.2 On demand, the Contracted Party will grant the Client or the Client's representative access to the production, processing or storage location. The Contracted Party will render every assistance in the inspection, free of charge, and will provide the necessary documentation and information, at the expense of the Contracted Party.



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- 12.3 In the event that an inspection as referred to in this article cannot take place at the planned time through the actions of the Contracted Party or in the event that an inspection must be repeated or carried out anew, the ensuing costs incurred by the Client will be payable by the Contracted Party.
- 12.4 In the event of rejection of the delivered Services and/or any installation and/or assembly, the Contracted Party will be responsible for repairing or replacing the delivered Services and/or any installation and/or assembly within five (5) working days. In the event that the Contracted Party fails to fulfil this obligation, the Client will have the right to purchase the required Services and/or any installation and/or assembly from a third party or to take its own measures or have a third party take measures, all of which will be at the risk and expense of the Contracted Party.
- 12.5 In the event that the Contracted Party has not, in the Client's opinion, taken sufficient measures within the period referred to in paragraph 4 to take back or undo the delivered and rejected Services and/or any installation and/or assembly involved, the Client will have the right to return the Services to the Contracted Party and/or to undo any installation and/or assembly, at the expense of the Contracted Party and without any notification on the part of the Client being required. Any damage, loss or costs will be entirely at the risk and expense of the Contracted Party.

13. Confidentiality

- 13.1 The Contracted Party will maintain confidentiality with regard to the existence, nature and contents of the Agreement and any legal acts and legal relationships preceding it, as well as with regard to all other information which the Contracted Party receives or will receive, either directly or indirectly, from or about the Client and in respect of which it may be assumed or the Contracted Party knows or ought to know that it is confidential, and the Contracted Party will not disclose anything related to it without the Client's explicit written permission. The Contracted Party will neither reproduce or multiply the documents relating to the Agreement, such as drawings and schedules or diagrams, nor provide these to any third parties for inspection, other than with the Client's explicit written permission, or if this is necessary for the production, actual delivery, completion or commissioning of the Service.
- 13.2 The Contracted Party will impose the obligations referred to in paragraph 1 on any employees and/or third parties engaged by the Contracted Party in the execution of the Agreement and will guarantee that they will also comply with this obligation.

13.3 Without the Client's prior written permission, the Contracted Party will not have any contact with clients and contracted parties of the Client, either directly or indirectly. This also explicitly applies after delivery or completion of the Service.

13.4 Without the Client's explicit written permission, the Contracted Party will not use the items and/or services created through the mutual efforts of the Parties for the benefit of any third parties.

13.5 In the event that the Contracted Party fails to fulfil one of the obligations referred to in the preceding paragraphs, the Contracted Party will be liable to pay the Client an immediately due and payable penalty, which is not subject to judicial mitigation, of EUR 1,500 for each event and for each day that the breach continues, without prejudice to the Client's right to full compensation. The Contracted Party will pay the total amount of the penalty directly to the Client after the aforementioned breach has been established and reported to the Contracted Party. The Client is unconditionally entitled to rely on setoff.

14. Intellectual property

- 14.1 The Contracted Party will indemnify the Client against any consequences, financial or otherwise, of claims from third parties on account of an infringement of their intellectual property rights. In so far as any (industrial property) rights of third parties are attached to Services and/or auxiliary materials to be delivered, the Contracted Party will ensure that the Client obtains the right of use, without any costs being involved for the Client other than the agreed price.
- 14.2 In the event that an infringement or imminent infringement by the Client of any (intellectual property) rights of third parties is established, the Contracted Party will be obliged:
- to change the Services and/or auxiliary materials involved to Services that are, at the very least, similar or have an identical result and will not result in an infringement of any third-party rights; or
 - to obtain a right of use for the Client in respect of the Services and/or auxiliary materials involved; or
 - to change the Services and/or auxiliary materials involved in such a way that the infringement ceases, in consultation with the Client and without this involving any additional costs for the Client other than the agreed purchase price and without this resulting in more limited application possibilities than those of the original Services and/or auxiliary materials to be delivered.
- 14.3 The Client is the party entitled to all the intellectual property rights created by or resulting from the execution of the Agreement by the Contracted Party.



14.4 All the intellectual property rights to items made available to the Contracted Party by the Client for the execution of the Agreement will be vested exclusively in the Client, unless stated otherwise.

15. Parts

The Contracted Party will stock spare parts for a period which, in view of the nature of the delivered materials, can be considered reasonable, even if the Contracted Party ceases to produce or import those materials. The Contracted Party must always inform the Client, in writing and with the utmost urgency, of the Contracted Party's intention to cease importing the spare parts or of the intention of the Contracted Party's supplier(s) to cease producing the spare parts.

16. Transfer

16.1 The Contracted Party will not transfer, either wholly or partly, the rights and obligations arising for the Contracted Party from the Agreement to any third parties without the Client's prior written permission.

16.2 The Contracted Party will not contract out, either wholly or partly, the performance of its obligations arising from the Agreement to any third parties without the Client's prior written permission.

16.3 The Client may attach conditions to the permission referred to in the preceding paragraphs. The permission of the Client, as referred to in the preceding paragraphs, will not discharge the Contracted Party in any way whatsoever from the obligations of the Contracted Party arising from the Agreement.

17. Liability

17.1 The Contracted Party will be liable for all losses, including the costs of legal assistance, which has been or will be sustained by the Client, the Client's personnel or any third parties as a result of or in connection with the execution of the Agreement, including, in general, safety deficiencies within the meaning of the product liability regulations and, in particular, a defect or shortcoming in the Service(s) and/or auxiliary material(s) and/or any installation and/or assembly, acts or omissions on the part of the Contracted Party, the employees of the Contracted Party or any third parties involved by the Contracted Party.

17.2 The Contracted Party will indemnify the Client, the Client's personnel and any third parties engaged by the Contracted Party against any claims from third parties, as referred to in the preceding paragraph, of whatever nature and for whatever reason. On the Client's demand, the Contracted

Party will effect a settlement with the aforementioned third parties or put up a defence in court, in lieu of or together with the Client - at the Client's discretion - against such claims.

17.3 The Contracted Party will be obliged to take out and maintain sufficient insurance cover against the liability referred to in the preceding paragraphs and will, on the Client's demand, allow the Client to inspect the relevant policy.

17.4 The Client will solely be liable for any damage and/or loss which the Contracted Party can prove to have been caused by an intentional act or gross negligence on the part of the Client.

17.5 Any employee made available by the Contracted Party will perform his work on the instructions of the Client. The work carried out within that Assignment of the Client and performed under the Client's supervision will be at the risk and expense of the Client.

17.6 The Client will have the right to require of the Contracted Party that the latter open or make available a G-account into which the Client can deposit, wholly or in part, its payments for the Services performed.

18. Insurance

18.1 In the event that the Contracted Party, in connection with the liability of the Contracted Party towards the Client, is able to claim any payment(s) under any insurance contract(s), the Contracted Party will ensure that this payment or these payments is or are made directly to the Client; to this end, the Client may require that the Contracted Party conclude the relevant insurance contract(s) for the Client, transfer any payment(s) received under any insurance contract(s) and/or grant the Client irrevocable power of attorney to receive the payment(s).

18.2 Any insurance taken out by the Contracted Party will not reduce the liability of the Contracted Party or result in any joint liability of the Client.

19. Notice of termination and termination

19.1 Without prejudice to all other rights to which the Client is entitled and amounts which it is owed, including the right to full compensation, the Client may terminate all or part of the Agreement unilaterally by means of a written notification addressed to the Contracted Party in the event that the Contracted Party fails imputably in the fulfilment of any obligation arising from the Agreement, the fulfilment by the Contracted Party of any obligation arising from the Agreement becomes permanently or temporarily impossible, the Contracted Party files for bankruptcy



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or files a winding-up petition, is declared bankrupt or insolvent or is granted a moratorium, whether or not provisional, a decision is made and/or taken to close down, wind up, take over or cause a similar situation for the business of the Contracted Party, or any (personal) gain has been or is offered or provided by the Contracted Party or any employee or representative of the Contracted Party to a person who forms part of the Client's company or to any of the Client's employees or representatives.

19.2 In each of the cases referred to in paragraph 1, the Contracted Party will be in default by operation of law, any and all amounts which the Client is or will be owed by the Contracted Party will become immediately due and payable in full, the Client may suspend every payment obligation in respect of the Contracted Party and the Client may assign a third party to execute all or part of the Agreement, at the expense of the Contracted Party, without the Client being obliged to pay any compensation whatsoever.

19.3 In the event that the Agreement is terminated in accordance with the provisions of paragraph 1, the Contracted Party will repay the Client any payments already made to the Contracted Party by the Client, plus the statutory interest on the amount paid applicable from the date or dates on which the Client made the payments to the Contracted Party. In the event that part of the Agreement is terminated in accordance with the provisions of Article 1, this repayment obligation, including the statutory interest, as referred to above, will apply in so far as the payments made by the Client relate to the terminated part of the Agreement.

19.4 In the event of an attributable breach on the part of the Contracted Party, the Contracted Party will be in default without any further notice of default. Unless the contrary is proved by the Contracted Party, an attributable breach will be the case when so stated by the Client.

19.5 Without prejudice to the Client's right to full compensation, the penalty on account of the delivery period being exceeded, as provided for in Article 5.2, as well as the other statutory rights arising from any attributable breach, the Client will have the right to collect an immediately due and payable penalty of 5% of the Assignment amount per day from the first day on which the Contracted Party is in default with regard to the performance of the delivery.

19.6 In the event of any advance payments or partial payments which the Client has already made to the Contracted Party, the Client will be entitled to statutory interest on such payments over the period in which the

Contracted Party is in default. The amounts will be immediately due and payable and eligible for setoff.

19.7 In the event of a non-attributable breach on the part of either Party, the obligations of the Parties will be suspended for a period to be agreed on jointly by the Parties. The Parties may only invoke a non-attributable breach if the relevant Party notifies the other Party of this in writing as soon as possible yet no later than 2 working days after the non-attributable breach has occurred, on submission of documentary evidence.

19.8 Every amount owed by the Contracted Party to the Client is immediately due and payable in full and eligible for setoff. The amount owed will be deemed to be a declaration of setoff.

20. Applicable law, disputes

20.1 The Agreement, as well as any and all legal relationships arising from it, is exclusively governed by the laws of the Netherlands. All rules and regulations applicable in the Netherlands also apply to this Agreement, including, but not limited to, the NEN 4400 Certification, Declaration of Payment History of the tax authorities, etc. Unless explicitly provided otherwise herein, foreign laws and the Vienna Sales Convention 1980 (CISG) do not apply to the Agreement.

20.2 Any disputes between the Parties in connection with or arising from the Agreement or ensuing legal relationships will in the first instance be settled by the competent court in the district of Rotterdam.