

Flexx Group Sales Terms and Conditions

These terms and conditions come into effect on 1-11-2023 and apply to the following companies: SodaFlexx International B.V. (Chamber of Commerce number: 89646991), CemFlexx B.V. (Chamber of Commerce number: 89646681) en HydroFlexx B.V. (Chamber of Commerce number: 91212685). These terms and conditions are registered at the Chamber of commerce on 21-11-2023.

1. Definitions

In these terms and conditions the following definitions apply:

- Acceptance protocol: the document to be issued and signed by both parties, which shall constitute evidence that the Goods delivered and /or Services provided have been found to be in accordance with an Agreement.
- Agreement: the specific written sales and/or service contract or acknowledgement of order, with appendices, between the Supplier and the Client, including these GTC, which form an integral part thereof.
- Client: the party with which the Agreement is concluded.
- Contract Price: the price to be paid to the Supplier in connection with the Delivery of Goods and/or provision of Services under the Agreement.
- Delivery: the delivery of the Goods and/or Services, as agreed between the parties in accordance with the Agreement.
- Goods: any goods the Supplier has undertaken to supply, including software and/or hardware, spare parts, certificates and/or documentation required for proper Performance.
- Gross Negligence: an act or omission implying either a failure to pay due regard to serious consequences, which a conscientious contracting party would normally foresee as likely to ensure, or a deliberate disregard of the consequences of such an act or omission.
- GTC: these general terms and conditions.
- Intent or Wilful Recklessness: intent or wilful recklessness of the Supplier, its organs, its managers, and/or other managerial or executive employees, including the applicability

of article 7:762 Dutch Civil Code ("DCC").

- In Writing: communication by document signed by both parties or by letter, fax, electronic mail and by such other means as are agreed by the parties.
- Performance: the provision of Services and/or the supply of Goods by the Supplier.
- Personnel: all personnel either directly or indirectly employed or hired by the Supplier, including representatives of the Supplier.
- Services: any services like jobbing, erection, installation, commissioning, technical assistance, inspection, advice, repair, overhaul and/or maintenance that the Supplier has undertaken to provide, whether or not subsidiary to Delivery of Goods and regardless of their appellation.
- Supplier: any supplier of Goods and/or Services under an Agreement.

2. General

- 2.1 These GTC apply to all Agreements with the Client.
- 2.2 These GTC and the Agreement can be amended and supplemented only if such amendment of supplement has expressly been agreed upon as such in writing.
- 2.3 The Agreement shall come into effect as soon as the Supplier and the Client have signed it or the Supplier has confirmed the order in writing or has made a start on its implementation.
- 2.4 The Agreement replaces all prior oral and written agreements with respect to the subject matter of the Agreement.
- 2.5 Supplier's offers are without engagement. Unless the offer specifies a period for acceptance

- or is otherwise by its nature irrevocable.
- 2.6 The Agreement is conditional on obtaining of all relevant export licences.
- 2.7 The Supplier shall be entitled to subcontract or assign any part of its rights and obligations out of the Agreement.
- 2.8 Terms in these GTC refer to Dutch legal concepts only (as in some cases referred to in the Dutch language between brackets in italics) and shall be interpreted accordingly. The use of these or similar terms in any other jurisdiction shall be disregarded.

3. Obligations of the Client

- 3.1 The Client warrants that the Supplier will be enabled to commence and effect Performance outside Supplier's works immediately upon arrival of Supplier's Goods or Personnel and without interruption or hindrance. For this purpose, the Client shall, before the arrival of Supplier's Goods or Personnel, make all the arrangements necessary - whether or not expressly agreed upon- to ensure that the work can commence at the agreed date and can be carried out without interruption or hindrance.

4. Contract price

- 4.1 All prices are exclusive of value added tax (VAT/BTW) and any other officially imposed levies, as set out in the Agreement.
- 4.2 The Contract Price is always stated in Euros.

5. Additional work and cost-increasing circumstances

- 5.1 Additional Work occurs (i.a.) when (a) the Supplier is required to perform more work and/or render a higher performance for the provision of the Goods and/or Services than agreed between him and the Client on entering into the Agreement, (b) additional or other materials are required than those agreed on with the

- Client on entering into the Agreement, (c) changes are made to the specifications, whether or not tacitly (changes to the specifications, the work or the conditions for the execution of the work) or (d) if ensuing from these Terms and Conditions; ("Additional Work").
- 5.2 Additional Work can also occur if so agreed between the Supplier and the Client in a separate Additional Work order or if the Supplier performs such Additional Work at the request of, or with the prior consent of, the Client. Additional Work can furthermore occur if the agreed Performance is expanded or adjusted due to an action or omission on the part of the Client. The Supplier is never required to comply with a request for Additional Work by the Client. In the absence of an explicit agreement between the Supplier and the Client for Additional Work or for Additional Work otherwise authorised by the Supplier, the Supplier retains the right to Performance in accordance with what was initially agreed with the Client on entering into the Agreement.
- 5.3 Additional Work is paid for by the Client in accordance with the client fees applied by the Supplier, the payment of which the Client is required to make to the Supplier prior to the execution of that work, unless otherwise agreed between the Supplier and the Client.
- 5.4 Should, for whatever reason, one or more cost-increasing circumstances occur after the formation of the Agreement for which the Supplier is not exclusively and fully accountable ("Cost-increasing Circumstances"), the Supplier shall be entitled to increase the Contract price proportionally to the Cost-increasing Circumstance(s) in question, even if such cost increase(s) ensue(s) from (a) foreseeable circumstance(s). Cost- increasing

Circumstances are compensated by the Client in accordance with the client fees applied by the Supplier.

- 5.5 All consequences of Additional Work and of Cost-increasing Circumstances, whether relating to (a) the time at or the period within which Performance is required, (b) the Contract price or (c) otherwise, are always for the risk and account of the Client.
- 5.6 The fact that (a request for) Additional Work or Cost-increasing Circumstances occurs/occur during the execution of the Agreement can never constitute a ground for the Client on which to terminate or otherwise end the Agreement.

6. Payment Terms

- 6.1 The Client shall pay the price according to the payment terms and timeline agreed in the Agreement.
- 6.2 If parties have not agreed on payment terms, the Client shall pay each invoice (a) in the currency that is on the invoice and (b) properly due, issued and submitted by Supplier within thirty (30) days counted from the date stated on the invoice.
- 6.3 If parties have not agreed on a payment timeline, payment of the Contract Price has to be made 50% downpayment upon conclusion of the Agreement, 25% at production halfway, 20% prior to delivery and 5% after successful commissioning or after 12 months after the Delivery Date, whichever comes first.
- 6.4 The Client shall not be entitled to invoke set off of any payment against any claim it may consider it has on the Supplier nor suspend any payment thereof.
- 6.5 If the Client fails to pay by the due date, the Client shall be deemed to be immediately in default. The Supplier shall be entitled to interest from the day on which payment was due. The rate of interest shall be 1.5 % per week. In addition the Client shall

be liable for all judicial and extra-judicial costs. The Supplier shall moreover be authorized to suspend compliance with its own obligations for a period equal to that for which the payment has been delayed.

- 6.6 Before delivering further Goods, the supplier shall at all times be authorized – even if an order has been completed or partly implemented – to demand that the Client provides sufficient security to enable its payment and other obligations to be discharged. In the event of any delay, the delivery period shall be extended correspondingly.

7. Implementation and Deviations

- 7.1 The Supplier shall perform the Agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
- 7.2 The Agreement is performed on the basis of data, calculations and documents provided by or on behalf of the Client. In all circumstances, the Client is responsible for the correctness and completeness of the data, calculations and documents supplied by it.
- 7.3 The Client and his employees, as well as any third party engaged by the Client, are required to fully comply with all safety and environmental regulations as defined by the Supplier and as imposed by law, and to strictly adhere to all regulations, directives and order-, safety-, environment- and inspection-related instructions as applied at the location where the work is being executed.
- 7.4 The Client is always and unrestrictedly liable for any form of damage (including costs) incurred by the Supplier and/or the employees of the Supplier and/or third parties engaged by the Supplier as a result of (maintenance) work being performed by the Supplier and/or his employees and/or third

- parties engaged by the Supplier on the Clients premises or at the Clients request and/or to items of property belonging to the Client or belonging to the Client prior to the moment at which the Agreement was entered into.
- 7.5 Supplier shall have the right to engage third parties in order to implement (part of) the Agreement.
- 7.6 Apart from the customary and agreed tolerances with regard to dimensions, performance or other aspects, deviations required in order to achieve the desired results or that are due to a change in the working procedure, shall also be permitted.
- 7.7 All drawings and specifications provided by the Client must be submitted in English and in accordance with instructions of the Supplier. The Client may not make any changes to drawings accepted by the Supplier without its prior written consent. Changes without the Supplier consent may void any warranty adversely affected thereby.

8. Delivery, Transfer of title and risk

- 8.1 Unless agreed otherwise, Delivery of the Goods shall be EXWORKS (INCOTERMS 2020).
- 8.2 The Delivery of the Goods and the Performance of the Services shall commence at the agreed time as specified by the Supplier in the written Agreement or order confirmation. In setting the Delivery date the Supplier will assume that it will be able to deliver under the conditions known to it at that time. The Supplier shall suspend this time until such point as the Supplier has received: the signed Agreement (more specific the order confirmation), all the documents, information and (technical) details, final and approved drawings/designs from the Client or to be provided by the Client and until such time as a prepayment agreed upon placement of the order has been

- received and/or the Supplier has been provided with sufficient security, this to determine by Supplier, and all necessary conditions for performance of the Agreement have been satisfied.
- 8.3 The Supplier shall seek to observe the Delivery date as strictly as possible. Agreed Delivery dates may not be regarded as fatal deadlines. Failure to meet the Delivery date for whatever reason does not provide the Client with any right to compensation or any right to demand the rescission of the Agreement on these grounds. The Supplier shall not be in breach of contract until the Client has served the Supplier with written notice of default, in which regard the Supplier will be granted a reasonable period of thirty (30) business days to discharge its obligations.
- 8.4 (a) In the event of circumstances that differ from those that were known to the Supplier when it set the Delivery period, it may extend the Delivery period by such period as it needs to execute the Agreement under such circumstances. If the Agreement cannot be incorporated into the Suppliers schedule, it will be performed as soon as the Suppliers schedule so permits.
- (b) In the event of any change of the Agreement, the Delivery period will be extended by such period as the Supplier needs to (cause to) supply the materials and parts and/or carry out the work for such change in the Agreement. If the change in the Agreement cannot be incorporated into the Suppliers schedule, the changed Agreement will be performed as soon as the Suppliers schedule permits.
- c) If the Supplier suspends its obligations, the Delivery period will be extended by the duration of the suspension. If the continuation of the execution of the Agreement cannot be incorporated into the Suppliers

- schedule, the work will be performed as soon as the Suppliers schedule so permits.
- 8.5 The Client is required to pay all costs and damages incurred by the Supplier as a result of delay affecting the Delivery period as referred to in article 8.4.
- 8.6 In the event that the Supplier is in default with regard to the Delivery of the Goods and/or the Performance of the Services, the liability of the Supplier is limited to the provisions of article 14 GTC. The Client is not entitled to dissolve the Agreement.
- 8.7 The Delivery date cannot be extended unilaterally by the Client. The Supplier can attach conditions to it's agreement to an extension of the Delivery date at the Clients request.
- 8.8 Upon the Delivery date the Client is obliged to take Delivery of the Goods.
- 8.9 If the Client does not take Delivery of Goods and/or Services at the Delivery date, the Client is liable for all damages that the Supplier suffers as a result thereof.
- 8.10 If the Client does not take Delivery of Goods at the Delivery date, the Goods will be stored at the risk and expense of the Client.
- 8.11 Any Deliveries of the Goods shall be subject to retention of title. Any Goods delivered to the Client shall remain the property of the Supplier and the rights of ownership will be transferred to the Client only when the latter has discharged all its obligations, including its payment obligations, to the Supplier under the Agreement.
- 8.12 Notwithstanding the foregoing, risk of the Goods shall be transferred in accordance with the delivery terms provided in the Agreement.
- 8.13 The Client acknowledges that the supply of the Goods may be subject to domestic and/or foreign statutory provisions and regulations regarding export

control. The parties acknowledge that such provisions and regulations may change from time to time and are applicable to the Agreement according to the wording valid at the time. Both parties will adhere to all such provisions and regulations and cooperate with the competent authorities accordingly. The parties are not obliged to take any action which would be in breach of export control statutory provisions or regulations.

- 8.14 Without a necessary export or re-export permit from the competent authorities, the Goods may not be sold, leased or otherwise transferred or used for a purpose other than that agreed upon.

9. Inspection and acceptance

- 9.1 Unless otherwise agreed in the Agreement, the Client will inspect the Goods and performed Services immediately at Delivery. The Supplier may, at its option, be present at such inspection. The Client shall immediately notify in writing the Supplier of any missing, damaged or defective Goods or defective Performed Services, failing which the Client is deemed to have accepted such Goods and Services as delivered and has no claim regarding such Goods and/or Services.
- 9.2 The Client must notify the Supplier in writing within five (5) business days after it has discovered or should reasonably have discovered invisible defects of the Goods.
- 9.3 Complaints should include a description of the defect as detailed as possible so that the Supplier is able to respond adequately.
- 9.4 After the expiry of the periods mentioned in article 9.1 and 9.2, the Client can no longer invoke that the Goods and/or Services delivered do not comply with the Agreement.
- 9.5 A complaint does not affect the other obligations of the Client

under the Agreement, such as but not limited to the obligation to take Delivery and payment of the Goods and/or the Services.

- 9.6 When the commissioning of the Goods has not taken place within 12 months after the Delivery Date as a result of circumstances that are at the client's risk, any liability of the Supplier for the delivered Goods expires regardless of the provisions of these GTC.

10. Warranty

10.1 General

The following paragraphs shall apply to all warranties provided by the Supplier insofar articles 10.2 and 10.3 do not contain any differing stipulations applicable to the specific type of warranty.

- 10.1.1 Any warranty to be provided by the Supplier, shall be strictly limited to, at its discretion either repair or replace at its works or at local premises and during normal working hours, defects due to poor workmanship, use of defective materials or defective design, provided these defects have been reported to the Supplier in writing during the warranty period, within 7 days from the moment the Client became known or could reasonably have become known of the above mentioned defects.
- 10.1.2 Defective parts which have been replaced shall be made available to the Supplier upon request and shall be deemed property of the Supplier from the moment those parts are exchanged.
- 10.1.3 The warranty provided does not cover any defect due to or connected with: (a) any materials or components or design provided by or on behalf of the Client, (b) the negligence or other improper acts or omissions of the Client, its employees or agents or other third parties, (c) improper installation and alterations carried out without Supplier's prior written consent. In particular, warranty provided does not cover

any defects that are caused by or connected with normal wear and tear, the use of unsuitable materials by the Client or which are caused by any use, maintenance, service or operation of the Goods delivered or services provided, which is not in conformity with Supplier's manuals, instructions or which is otherwise not in accordance with good engineering practice.

- 10.1.4 The warranty obligation does not include consequential costs, including -but not limited to- crange, electricity, scaffolding, assisting work, docking, demounting, mounting and

travel- and boarding costs of Supplier's Personnel. If the warranty obligation has to be carried out at a location outside The Netherlands, the Supplier bears only the material costs and the costs of working time required under normal conditions, as would be incurred when the warranty obligation would have been carried out in the Netherlands. The Customer shall bear the costs for travelling, travelling time, waiting time, day and night allowances, tariff expenses as well as costs that are to be borne by the Supplier according to the articles of these GTC.

- 10.1.5 No warranty obligation will be enforceable by the Client until the Supplier has received payment of the Contract Price in full.

10.2 Warranty for Goods delivered

- 10.2.1 The warranty period ends 12 (twelve) months after the date on which
- (a) the Goods have been taken into use; or
 - (b) a trial run or sea trial has been found successful; or
 - (c) the Acceptance protocol has been issued;
- or 18 (eighteen) months after Delivery of the Goods, whichever comes first.
- 10.2.2 No new or additional warranty shall be available for Goods

- repaired or replaced according to article 10.1 of these terms and Conditions.
- 10.2.3 No warranty shall be available for Goods other than Goods produced, supplied and/or installed by the Supplier.
- 10.3 Warranty for Services Provided
- 10.3.1 The Supplier warrants Performance to the best of its abilities. Any additional warranty with respect thereto is explicitly excluded.
- 10.3.2 Claims by the Client for damage to the object(s) upon which the Services were performed, are governed by article 7 of these GTC.
- 10.4 Warranty for infringements of intellectual property rights
In case the Goods or Services infringe any third party's intellectual property rights, Supplier's sole obligation shall be to, at its discretion, either procure the right for the Client to continue to use the Goods, or to alter the Goods to make them non-infringing.

11. Force Majeure

- 11.1 "Force Majeure" means events which cannot reasonably be foreseen, avoided or surmounted, including without limitation the following events:
- 11.1.1 civil war, riot, rebellion and revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience;
- 11.1.2 act of terrorism, sabotage or piracy;
- 11.1.3 act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, insurrection, requisition, nationalization, sanction, blockade, embargo, prohibition on exportation or importation of material or equipment or service; restriction in the use of power;
- 11.1.4 act of God, plague, epidemic, natural disaster such as but not

- limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought;
- 11.1.5 explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break- down of transport, telecommunication or electric current;
- 11.1.6 general labour disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises; and
- 11.1.7 Force majeure as described in this article with a sub supplier of the Supplier.
- 11.2 The Supplier shall be entitled to suspend Performance of its obligations under the Agreement to the extent that such Performance is impeded or made unreasonably onerous by any events of Force Majeure.
- 11.3 The Supplier shall, in the event of Force Majeure, notify the Client as soon as reasonably practicable after the occurrence of Force Majeure event and after the cessation of such circumstance.
- 11.4 Either party shall be entitled to terminate the Agreement by notice in writing to the other party if Performance of the Agreement is suspended under this article for more than six (6) months. In the event of force majeure where Performance is or becomes permanently impossible for any of the Goods and/or Services, both parties are entitled to terminate and rescind the Agreement for that particular Good and/or Service for which Performance is or became permanently impossible with immediate effect.
- 11.5 Parties will not be entitled to compensation for damage suffered or to be suffered as a result of suspension or termination due to force majeure as defined in this article.

- 11.6 Notwithstanding anything in this article, (if applicable) the Client must extend any security for the payment of the price for a period equal to the delay in the Suppliers Performance and pay the Supplier for that portion of the Goods manufactured or delivered to the date of the initial notice as stated in article 11.3.

12. Confidentiality

- 12.1 The Client shall keep in strict confidence and shall bind all of its employees and subcontractors, suppliers or agents to keep in strict confidence all the proprietary or confidential commercial and technical information received, or to which it obtains access to, directly or indirectly from the Supplier in connection with the Agreement and the Goods and/or Services, and shall not at any time disclose such information for any purpose other than as required to fulfill the Agreement.
- 12.2 In case of breach of the obligations arising from this article 12, and without requiring any judicial interposition and/or notice of default, the Client shall forfeit an immediately payable penalty to the Supplier of € 25.000,- (twenty five thousand euro) per breach, as well as an amount of € 5.000 (five thousand euro) per day or part of a day that the breach continues, without prejudice to the right of the Supplier to claim full damage compensation or Performance besides.
- 12.3 Even after termination of the Agreement between the Client and the Supplier the provisions in this article 12 shall remain in force.

13. Intellectual Property of Goods and/or Services

- 13.1 All rights of intellectual and industrial property on all Goods and/or Services developed or provided pursuant to an Agreement, including any

software, hardware or other materials together with preparatory material for these, that have been developed or provided under the Agreement shall be vested exclusively in the Supplier and shall in no circumstances be transferred to the Client. Such property shall include the drawings, calculations, diagrams, systems, methods, designs, documentation, reports and websites, together with any related preparatory material.

- 13.2 Without prejudice to article 14 (liability), the Supplier shall hold the Client harmless against any legal claim by a third party based on the ground that the Goods developed by the Supplier infringe an applicable right of intellectual or industrial property under Dutch law, on condition that the Client informs the Supplier without delay in writing of the existence and content of the legal claim and leaves the handling of the case, including any settlements, entirely to the Supplier. The Client shall provide the Supplier with the necessary authorizations, information and cooperation to enable the Supplier to defend itself against these legal claims, if necessary in the name of the Client. This obligation of indemnification lapses if the infringement is related to modifications that have been made to the Goods by the Client or third parties on behalf of the Client.

- 13.3 The Client shall not duplicate, modify or make copies of the software or other materials, unless the Supplier agrees in writing.

- 13.4 The Client is aware that the software, hardware and other materials made available contain confidential information and trade secrets pertaining to the Supplier and/or its licensors. The Client undertakes to keep the software, hardware and materials secret, not to disclose them or to provide

them for use to third parties and to use them solely for the purpose for which they were made available.

14. Liability and indemnity

- 14.1 The contractual liability and each guarantee obligation and obligation to rectify a shortcoming under Article 10 of these GTC of the Supplier, is limited to compliance with the guarantee obligations stated in Article 10 of these GTC and does not extend to rectification of, or compensation for, any other or further material damage or property damage or immaterial and/ or consequential damages or losses ensuing from such a shortcoming. All such damages are subject to the provisions of Article 14.3 of these GTC.
- 14.2 Any other Supplier's liability shall be strictly limited to (a) 25% of the amount of the Contract Price, calculated at an average use of manpower and facilities, or (b) the amount which is paid out under Supplier's liability insurance policy, whichever is the lesser.
- 14.3 Save as otherwise provided in these GTC and except in case of intent or wilful Recklessness, the Supplier shall not be responsible nor liable to the Client in contract, tort or on any other ground or legal theory, howsoever and whatever the cause thereof, for any direct, indirect, consequential or any other losses, damages, costs or expenses, all including - but not limited to- loss of time, loss of profit or earnings or demurrage directly or indirectly incurred, environmental pollution, docking costs and mounting and demounting costs.
- 14.4 Every claim against the Supplier, except those which the Supplier has expressly acknowledged in writing, expires by the mere lapse of 12 months after its arising.
- 14.5 The Client hereby fully indemnifies the Supplier and holds the Supplier harmless from and against any third party claim,

such as, but not limited to, tax claims, civil claims, social security laws related claims and/or claims for damages -penalties, whether or not imposed by a government body or any party affiliated with the government, included- and/or from and against any other third party claim, insofar as these claims relate to the Agreement, future agreements and/or other contractual documents or shall be based upon the law and/or any other (legal) ground or theory.

15. Suspension and Termination of Agreement

- 15.1 If the Client does not, not in time or not adequately fulfil one or more of its obligations or if there are good reasons to fear that the Client is or shall not be able to fulfil its contractual obligations towards the Supplier, or if the Client is declared bankrupt, requests (temporary) moratorium or proceeds to liquidate its business, as well as when its assets are attached in whole or in part, the Supplier to its sole discretion either has the right to suspend its Performance under the Agreement or to rescind the Agreement in whole or in part by means of a written declaration and without prior notice of default, and always without prejudice to any rights to which the Supplier is entitled with respect to compensation for costs, damage and interest.
- 15.2 The Client is not entitled to cancel the Agreement or suspend its obligations under the Agreement without the express written consent of the Supplier, such consent to be granted at the Supplier's discretion.

16. No assignment or pledge of rights or claims under the agreement

- 16.1 The Client is not authorized to assign the rights and obligations arising under this Agreement either in full or in part to third parties without the prior written consent of the Supplier.

- Conditions may be attached to such consent. The Supplier is authorized to assign the rights and obligations under the Agreement to third parties.
- 16.2 Save in case of the Supplier's prior approval in writing, which shall not unreasonably be withheld, the Client shall not be permitted to pledge to any third party or otherwise encumber any of his rights or claims as against the Supplier under the Agreement or otherwise.
- 16.3 The provisions of the articles 16.1 and 16.2 of these GTC are intended to exclude the pledging or otherwise encumbrance or transfer by the Client of any of its rights or claims under the Agreement without the prior written approval of the Supplier and contains a stipulation as referred to in Article 3:83 par 2 DCC. Consequently no such transfer, encumbrance or pledge will have any legal effect and therefore this article under Dutch law shall have property law consequences.
- 16.4 Passing of rights pursuant to article 6:251 DCC is excluded towards the Supplier with respect to rights of action.

17.Applicable Law and Jurisdiction

- 17.1 This Agreement shall be governed by the laws of the Netherlands.
- 17.2 All disputes arising between the parties to this Agreement in connection therewith shall be settled through friendly consultations between the parties.
- 17.3 All disputes arising out of or in connection with this Agreement shall be brought before the competent court in Rotterdam.