

GENERAL TERMS AND CONDITIONS

Vivochem B.V.

(Chamber of Commerce number 06073098)

The General Terms and Conditions are filed with the Chamber of Commerce in Enschede.

DEFINITIONS

- a. General Terms and Conditions: these general terms and conditions;
- b. Retention of Title: the retention of title to goods delivered or to be delivered by Vivochem as described in article 8 of the General Terms and Conditions.
- c. MSDS: Safety data sheet that provides information on a substance and that a supplier, based on applicable legislation, must provide to its clients upon the delivery of that substance.
- d. Contract: any contract between Vivochem and any Other Party with regard to the performance of Work by Vivochem.
- e. Force Majeure: force majeure as defined in article 10.2 of the General Terms and Conditions.
- f. In Writing/Written: by means of a document signed by both parties or by letter, telefax, email message or other digital communication;
- g. Other Party: the other party to the contract with Vivochem B.V.
- h. Work: the work, services and supply of goods that Vivochem carries out or provides on the instruction of the Other Party.

ARTICLE 1: VALIDITY

- 1.1 The general terms and conditions below form a part of all contracts to which we (Vivochem B.V.) are a party and furthermore, they apply to all negotiations in which we are involved.
- 1.2 The General Terms and Conditions also apply if the letterhead, the invoices and/or the other documents originating from the Other Party refer to or mention that its general terms and conditions or other general terms and conditions apply. The applicability of the General Terms and Conditions of the Other Party is expressly excluded. In the event of conflict between these general terms and conditions and the provisions in the Contract, the provisions in the Contract will prevail.
- 1.3 Additions, changes, or further agreements to the Contract or these General Terms and Conditions must be agreed In Writing. This also applies to this provision.
- 1.4 If in the future circumstances arise that are not or no longer provided for wholly or partly in the Contract or in the General Terms and Conditions applicable to that Contract, the parties will try to find a solution by agreement which as far as possible, according to principles of reasonableness and fairness, takes into account the interests of both parties.
- 1.5 We reserve the right to change or add to the General Terms and Conditions. These changes also apply to Contracts already concluded subject to a period of 30 days after notification of the change on the website www.vivochem.nl and www.vivochem.com or by Written notice. Changes of minor importance may be implemented at all times.

ARTICLE 2: OFFERS AND ORDERS

- 2.1 Our offers and price lists may be withdrawn, even after acceptance, provided this is done without unnecessary delay. All offers are valid for the period mentioned in the offer. If no period is mentioned, the offer will be valid for 30 days. We may extend the validity of an offer by giving Written notice to the Other Party, which notice will also state the period of the extension.
- 2.2 Values in our specifications, dimensions and weights in our price lists, brochures, and offers are not binding on us. If not mentioned otherwise, we do not warrant the intended purpose. The fitness of any delivered item for a certain use falls entirely within the responsibility of the Other Party. We are not liable for any errors in specifications, analyses, and indications of dimensions and weights, and we are not liable to pay any compensation whatsoever in that respect. With respect to the values in specifications of all goods, we reserve at all times the right to our usual tolerances and those of our suppliers.
- 2.3 Unless expressly mentioned otherwise, we do not warrant the intended purpose. The fitness of any delivered item for a certain use falls within the responsibility of the Other Party.
- 2.4 All documents provided by us, in particular specifications, MSDSs and analyses as well as the right to use them will remain our property and they must be returned to us on demand. Without our prior Written permission, these documents may not be reproduced or made available to third parties.
- 2.5 The Other Party warrants us at all times that the use of the data or information provided by the Other Party is not contrary to the statutory requirements or protected rights of third parties. The Other Party fully indemnifies us against all direct or indirect consequences of claims of third parties against us on account of a violation of the warranty mentioned in this paragraph.
- 2.6 Orders placed by the Other Party will not be considered accepted unless we have confirmed them In Writing or performed them after receipt. In the event of a sale from warehouse stock, the invoice may replace the Written confirmation.

ARTICLE 3: PRICES

- 3.1 Unless otherwise agreed, our prices are ex warehouse or, if purchased based on supply by a third party, Ex Factory. The prices are exclusive of the freight, import and export duties, station, storage, security, and clearance charges, taxes, or other levies. All freight, import and export duties, station, storage, security, and clearance costs, taxes, or other levies due with regard to the Contract, even if they are implemented or increased after the formation of the Contract, will be borne by the other party, just like the consequences of exchange rate changes. We may charge an administration fee for orders below 500.00 euros.
- 3.2 With regard to goods that we sell or make available for future delivery or on a call-off basis and to goods that we do not have in stock at all or only in part upon receipt of the order and that, at the request of the Other Party, we book for delivery as soon as possible, we reserve the right to recalculate the price applicable at the time of the actual delivery without any further notice.
- 3.3 We will be entitled at all times to charge the Other Party for all price-increasing factors that arise after submission of the offer or formation of the Contract.
- 3.4 If no price has been agreed, the prices and fees that we apply at the time of the delivery of the goods or services will be charged to the Other Party.

ARTICLE 4: CREDITWORTHINESS

- 4.1 If we have accepted an order wholly or partly, the Other Party, in proof of its creditworthiness, is obliged to provide security at our satisfaction, either before or after delivery, for the fulfilment of all its obligations, for instance by depositing cash, providing a bank guarantee, assignment, creation of a pledge or mortgage, etc. The scope, amount, and the manner in which the Other Party is to provide security are not subject to a maximum and will be determined by us. The obligation to provide security referred to in this paragraph also applies to the obligation to pay a compensation in the event we claim compensation for damages from the Other Party.
- 4.2 If the Other Party fails to provide security, we are entitled to suspend the performance of our obligations, without prejudice to our right to payment of the amounts due under a Contract, our right to compensation for damages, and our right to claim these securities at law.

ARTICLE 5: DELIVERY

- 5.1 Delivery times are approximate only. Any failure to meet a delivery time does not entitle the Other Party to terminate the Contract, refuse or suspend payment, or otherwise to not fulfil its obligations. Furthermore, if we fail to meet delivery times we will not be liable to pay any compensation whatsoever.
- 5.2 We are entitled to deliver an order in its entirety or in successive parts. In the latter case, we are entitled to invoice each partial delivery separately to the Other Party and to require payment. If and for as long as the Other Party does not pay a partial delivery in full and on time, we will not be obliged to make the next partial delivery and we will be entitled to suspend or terminate the contract wholly or partly to the extent it has not been performed yet without any notice of default being required and without prejudice to all our other rights, including our right to compensation for damages.
- 5.3 All deliveries are made subject to Retention of Title as further described in article 8.
- 5.4 For all Contracts and under all circumstances, even in the event of delivery carriage paid, our warehouses or, in the event of delivery through the supply by third parties, the warehouses or factories of these third parties will be regarded as the place of delivery (Ex Works). The risk with regard to the goods will pass to the Other Party upon delivery. The same applies from the moment the Other Party is in default on performing the acts that it has to perform to cooperate in the delivery. The Other Party will be in default without any notice of default being required if it does not take possession of the goods at the place of delivery immediately after expiry of the agreed delivery time. Additional costs arising from negligence on the part of the Other Party, including those for the storage of goods the Other Party failed to take possession of, are at the expense and risk of the Other Party. The date of the consignment note based on which the dispatch is made, either by us or by third parties as mentioned above, will be regarded as the date of delivery – or in default thereof the time at which the dispatch commenced – except for goods collected, with regard to which the date of the delivery note will be regarded as such.
- 5.5 If, at the request of the Other Party, we arrange for the transport of the goods, we are free to choose the cargo, means of transport and carrier, unless otherwise agreed. The Other Party bears the risk of the goods to be delivered to the Other Party during the entire transport until the moment that delivery to the Other Party has taken place, also in the event of delivery carriage paid and irrespective of any stipulation to the contrary on the transport document.

- 5.6 We are entitled to charge the Other Party a fee for the packaging of materials, which fee will be mentioned on the invoice. If we make return packaging available to the Other Party, this is done subject to our conditions for return packaging in force at the time the Contract is formed. In the event of conflict between the conditions for return packaging and these General Terms and Conditions, these General Terms and Conditions will apply. Packaging, of any nature whatsoever, must be returned empty, with no more than 1% remaining contents. Furthermore, the packaging must be clean, undamaged, and provided with the label of the most recent contents, as well as closed and provided with the corresponding cap(s). We only accept packaging that has been delivered by us. We only return the deposit to the Other Party if the packaging is returned to us within 6 months after delivery. We will check any packaging returned to us no later than on the day after delivery to us in Almelo (the Netherlands). Packaging that cannot be accepted will be sent back or destroyed at the expense of the Other Party.
- 5.7 We will never be liable for the consequences of errors made in the manufacturing or composition of the return packaging made available by us. Loading or filling of transport material and/or packaging made available by the Other Party is carried out at the expense and risk of the Other Party, also if we do this and/or if we have advised the Other Party on the material or packaging or have performed further work. We are entitled to refuse to load or fill any material or packaging that in our opinion does not comply with the requirements that reasonably have to be set on them for safety reasons. In the event of such a refusal, we are not liable for the consequences arising from this.
- 5.8 Goods of the Other Party not collected and that for any reason whatsoever are located in our warehouses for one month will be added to our stock after expiry of that month, without the Other Party being able to enforce any right against us in this regard.
- 5.9 The Other Party is obliged to check the goods delivered immediately upon delivery for quantity, quality, specification, and all other deviations from that which was agreed. The Other Party must immediately notify any deviation In Writing.
- 5.10 If the Other Party wrongly refuses or rejects a delivery or wrongly refuses to acknowledge a confirmation, we are entitled to recover – apart from any other damage and/or loss caused by such an action – the following:
- (1) in the event the delivery or a part of the delivery cannot reasonably be resold to a third party: the price of the delivery or the price of the partial delivery;
 - (2) in the event the delivery can be resold by us or if a legal or other action with regard to the price is otherwise not allowed pursuant to the law: a compensation equal to fifty percent (50%) of the price applicable to the delivery, by way of fixed compensation.

ARTICLE 6: DELIVERY ON A CALL-OFF BASIS

- 6.1 For goods or services that we sell or deliver on a call-off basis, the following additional conditions apply: The goods and services sold or to be delivered on a call-off basis must be divided in equal parts and periods over the agreed period. The last call must reach us no later than two weeks before the expiry of this period. If this is not the case, the Other Party will be in default by expiry of the deadline mentioned above, without any further notice of default being required. In that case, we will be entitled to terminate the contract wholly or partly, without prejudice to our other rights, including our right to compensation for damages and our right to require the provision of security as mentioned in article 3.

ARTICLE 7: CANCELLATIONS

- 7.1 Cancellations of orders for the delivery of goods or services are only permitted if they are done In Writing within 24 hours after receipt of the order confirmation that we have sent. In the event of cancellation, the Other Party will have to pay all actual costs reasonably incurred as well as the lost profit, without prejudice to our right to full compensation of the damage.

ARTICLE 8: RETENTION OF TITLE

- 8.1 We will retain exclusive title to all goods delivered and to be delivered until all claims we have or will have against the Other Party on any account whatsoever will have been paid in full.
- 8.2 As long as the title to the goods has not passed to the Other Party, the Other Party will not be entitled to pledge the goods or grant any rights to them to third parties except when acting in the ordinary course of its business. The Other Party undertakes to cooperate, when first requested, to the creation of a pledge, whether undisclosed or not, on the claims that the Other Party acquires or will acquire against its clients when it sells the goods on.
- 8.3 The Other Party is obliged to store the goods under Retention of Title with due care and recognizable as our property.
- 8.4 If the Other Party fails to comply with its obligations or is facing or is in danger of facing payment difficulties, we are entitled to take back the goods delivered subject to Retention of Title that are still in the possession of the Other Party. The Other Party must grant us, or at least a third party to be designated by us, access to its premises and/or buildings for inspection of the goods and/or to exercise our rights, including the right to take back our goods.
- 8.5 Payments will firstly be applied to settle claims arising from deliveries of goods that are not or no longer subject to a security right and/or Retention of Title, as well as to claims in respect of work and compensation for damages.

ARTICLE 9: PAYMENT

- 9.1 The amounts that the Other Party must pay to us will be fully due and payable at the time of the delivery or partial delivery of the goods or the delivery of services or, should this be earlier, as of the date of the invoice. All amounts due by the Other Party will in any case be payable from the time the Other Party is declared bankrupt, is granted suspension of payments, or the statutory debt restructuring is declared applicable to it, or if an application to that end is filed.
- 9.2 The payments to be made by the Other Party must be made without any discount, set-off or suspension whatsoever.
- 9.3 Payments must be made within 30 days after the invoice date. If payment is not made in full and/or in time, the Other Party will be automatically in default without any notice of default being required. The Other Party will also be in default if an event arises as referred to in article 9.1 last sentence. As of the moment the Other Party defaults on its payment obligations, it will have to pay interest on the amount due at 1.5% per month, whereas part of a month will count as a whole month. In the event of default, the Other Party will have to pay extrajudicial collection costs in the amount of 15% of the principal sum that has remained unpaid, with a minimum of 250.00 euros. The mere fact that we have engaged the assistance of a third party is sufficient basis for the obligation to pay the extrajudicial collection costs.

- 9.4 If we apply for the bankruptcy of the Other Party, apart from the principal sum, interest, and extrajudicial collection costs, the Other Party must also pay the costs of the bankruptcy application.
- 9.5 If we succeed, wholly or partly, in our legal action, all costs that we incurred in connection with the proceedings (lawyer's fees, bailiff's costs, etc.) will be entirely at the expense of the Other Party, even if only a part of the costs is awarded.

ARTICLE 10: FORCE MAJEURE

- 10.1 In each case of a nonattributable failure (Force Majeure), we are entitled to terminate the Contract wholly or partly for the part not yet performed or to suspend performance for the duration of the nonattributable failure, without being liable to pay any compensation.
- 10.2 Within the meaning of this article, Force Majeure includes all facts and circumstances that hinder the performance of the Contract or render performance of the Contract impossible, either temporarily or otherwise, which are beyond our control and are not due to our fault and for which we are not accountable by law, legal action or according to generally accepted standards. Such facts and circumstances in any case include, but are not limited to, operational breakdowns, work strikes, excessive sickness absence of our employees, disruption in the supply of energy or materials, transport problems, problems caused by traffic jams, fire, explosions, riots, wars, pandemics and epidemics, government or European measures that have a direct impact on the performance of the Contract, shortcomings of third parties (including suppliers) who – whether at our request or not – are involved in the performance of the Work, bankruptcy, suspension of payments or the applicability of the Debt Restructuring (Natural Persons) Act of or at our direct and indirect suppliers in the broadest sense.
- 10.3 In the event of a temporary situation of Force Majeure, we are entitled to extend the periods within which the Contract must be performed with the period during which the temporary impediment applies. If the impediment mentioned above lasts for a period of more than six months, the Other Party may require the termination of the Contract, wholly or partly, without the Other Party being entitled to any compensation for damages, and without prejudice to the payment and other obligations of the Other Party with regard to the part of the Contract already performed by us.
- 10.4 We are entitled to store goods that are ready and that cannot be transported to their destination because of a situation of Force Majeure at the expense and risk of the Other Party and to demand a reasonable fee for that.
- 10.5 In the event of a situation of Force Majeure on our part, the Other Party continues to be obliged to pay that which it owes us, without being entitled to suspension and/or set-off.

ARTICLE 11: COMPLAINTS

- 11.1 Complaints must be submitted In Writing no later than 30 days after delivery of the goods. After expiry of this period, the goods and/or services delivered are deemed to have been accepted irrevocably and unconditionally by the Other Party. Any legal action must be brought before the court within one year of the complaint being made in good time, at the risk of such a claim lapsing. The burden to prove that the complaint was made in good time is on the Other Party. The Other Party will be able to prove the correctness of its complaint only on the basis of the goods, while furthermore the burden is on the Other Party to prove that these goods are the same as those delivered by us and are in the same condition as when they left our warehouse or the warehouses or factory of third parties. Complaints, however named and of whatever nature, do not suspend the payment obligation of the Other Party and any delivery is to be regarded as a separate transaction, that is to say, complaints that relate to a certain delivery do not affect any previous or next deliveries.
- 11.2 Goods returned will be accepted by us only if they are returned on our instruction and if the complaint with regard to them was found justified by us. Goods are returned at the expense and risk of the Other Party. If the Other Party has proven a complaint and we have found it justified, we may replace the parts or goods to which the complaint refers or credit them to the Other Party, at our discretion, with the exclusion of any other right of the Other Party to compensation.

ARTICLE 12: LIABILITY

- 12.1 The liability on our part for any damage and/or loss suffered or to be suffered by the Other Party (or third parties) of any nature and/or extent whatsoever related to or arising from the performance of the Contract, including damage to property of the Other Party or third parties caused by defects in the Works performed, is limited to the net invoice amount of the delivery made, unless intent or deliberate recklessness exists on our part. If the contract is mainly a continuing performance contract with a term of more than one year, the price stipulated for that contract will be set at the total of the payments (excl. of VAT) stipulated for one year. The total liability for direct damage and/or loss, on any legal ground whatsoever, under no circumstances will be more than €100,000 (one hundred thousand euros).
- 12.2 In any case, our liability will be limited to the amount that our liability insurance pays out with regard to the compensation claimed.
- 12.3 We will never be liable for any indirect damage and/or loss, including damage to third parties, trading loss, loss of profits, lost savings, default interest, business interruption loss, loss of working hours, or reduced goodwill. Furthermore, we will not be liable for any damage and/or loss related to the constructions, materials, or advice prescribed by the Other Party or material supplied or contribution to the Work by the Other Party or by third parties on its instruction.
- 12.4 We will not be liable for any damage and/or loss caused by death or bodily injury, consequential damage or any other damage and/or loss related to the materials or parts made available by the Other Party for further processing or assembly, or their defectiveness, regardless of whether the processing is done by us or by third parties.
- 12.5 We will be entitled at all times to correct faults for which we are liable at our own expense and/or to limit or repair the damage and/or loss arising from those faults.

- 12.6 If the Other Party has insured any risk of damage attached to the order or otherwise has transferred this risk to third parties, it will be obliged to transfer its rights against the insurance company or this third party to us, in default whereof our liability will be reduced with the amount of the payment under the insurance.
- 12.7 Each claim for damages will lapse if the claim has not been notified to us In Writing within two weeks after discovery of the damage or the defect. In any case, any claim for damages will lapse if it has not been brought before the court within one year after the day on which the Contract ended by completion or termination.
- 12.8 The Other Party indemnifies us against all claims of third parties, including for any damage and/or loss by our employees and persons deployed by us in connection with the Contracts performed by us, unless it is established at law that these claims are the result of intent or gross negligence considered equivalent to intent on our part and the Other Party furthermore proves that it is in no way to blame.
- 12.9 We are not liable for the way the Other Party uses the goods delivered by us. The Other Party warrants with regard to the goods delivered by us that it will comply with the applicable safety guidelines and environmental laws and regulations, and that it will not use or process these goods contrary to the laws and regulations applicable to these goods (such as, but not limited to specific laws and regulations on foodstuffs, cosmetics, and animal feed). The Other Party indemnifies us against any liability in this respect.
- 12.10 Advice given by or on behalf of us with regard to the quality, designs, dimensions, etc. is provided to the best of our knowledge. However, we do not accept any liability in this respect.
- 12.11 As far as the delivery of chemicals is concerned, any right to compensation or damages will lapse six months after the delivery of the chemicals. The Other Party is not entitled to compensation of any damage and/or loss if that damage and/or loss arose because the composition of the chemicals is allegedly incorrect while this could have been avoided by proper acceptance sampling by the Other Party. The Other Party is required, when using chemicals, to sample them for acceptance.

ARTICLE 13: SUSPENSION & TERMINATION

- 13.1 If the Other Party fails to comply with any of its payment and other obligations to us properly, in full, and on time, we will be entitled – without prejudice to our other rights – to suspend the performance of our obligations to the Other Party until the Other Party will have complied with its obligations to us in full.
- 13.2 Without prejudice to our other rights, we are entitled to terminate the Contract, without any prior notice of default or court intervention being required, by means of a Written extrajudicial declaration – without being liable to pay any compensation - if:
- a. a situation of Force Majeure of a permanent nature has arisen as referred to in the General Terms and Conditions;
 - b. despite proper notice of default, the Other Party fails to comply with one or more of its obligations to us under the Contract properly, in full, and on time;
 - c. the Other Party is granted suspension of payments, whether temporarily or not, an application for the bankruptcy of the Other Party is filed, whether or not by the Other Party itself, the Other Party offers its creditors a settlement, whether private or not, or (to this end) calls a meeting of creditors or if with regard to the Other Party a statutory debt adjustment under the Debt Restructuring (Natural Persons) Act is applied for or granted;

- d. the business of the Other Party is wound up and/or the business activities of the Other Party are, in fact, discontinued or is/are relocated to a place outside the Netherlands;
 - e. the assets of the Other Party are placed under administration, assets of the Other Parties are attached and this attachment is maintained for at least one month, or otherwise recovery is sought against the assets of the Other Party;
 - f. the control structure at the Other Party changes in such a way that as a result, proper fulfilment by the Other Party of its obligations can no longer be warranted or is at risk;
 - g. if based on the method of communication and handling of current issues we cannot be required to continue the collaboration and perform the Contract.
- 13.3 Upon termination, all our claims against the Other Party will become immediately due and payable and we will be entitled to claim immediate payment of everything owed to us. The Other Party will be liable for the damage and/or loss suffered or to be suffered by us, including but not limited to interest, loss of profit, and transport costs. In the event of termination, all credits that we have granted the Other Party will also come to an end, in the sense that they will be immediately due and payable.

ARTICLE 14: INTELLECTUAL PROPERTY

- 14.1 All intellectual and industrial property rights with regard to the products delivered by us, including but not limited to drawings, calculations, descriptions, designs, samples, and other documents and their design and with regard to everything we develop, manufacture or provide, including manuals, packaging, catalogues, and images, are vested in us, our suppliers, or licensors.
- 14.2 The Other Party is not entitled to remove any notice regarding copyrights, tradenames, brands, patents, or other intellectual or industrial property rights from the products and/or services. Without our prior Written approval, the Other Party is not allowed to use brands, logos, and/or images of the products delivered.
- 14.3 We are expressly not liable for any damage and/or loss with regard to any violation of any intellectual or industrial property right of third parties, as the result of and in connection with any goods or services delivered to the Other Party.
- 14.4 Unless explicitly agreed otherwise, we do not implicitly or otherwise transfer any intellectual or industrial property right or any license with regard to any intellectual or industrial property right to the Other Party under the Contract.

ARTICLE 15. WARRANTY

- 15.1 Unless the parties have expressly agreed other warranty arrangements In Writing, the warranty on the goods or services delivered is limited to the warranties provided to us by our suppliers/manufacturers if they are, moreover, transferrable. Deviating warranty arrangements between the parties will never go beyond the quality clauses or standards agreed in that case In Writing.
- 15.2 If nevertheless we are sued based on the warranty provisions issued by the manufacturer/supplier, the limitations of liability included in article 12 will apply at all times.

- 15.3 No warranty is issued for defects that are the result of normal wear and tear, improper use, no maintenance or incorrect maintenance by the Other Party, installation, assembly, alteration, or repairs by the Other Party or by third parties, defect to or unsuitability of items originating from or prescribed by the Other Party, defects to or unsuitability of the materials or aids used by the Other Party.
- 15.4 The provisions of the previous paragraph of this article apply by analogy in the event of any claims of the Other Party based on failures in the performance, nonconformity, or on any other ground.

ARTICLE 16: LOAN FOR USE

- 16.1 If one of our services consists of equipment with accessories ("the Equipment") being made available to the Other Party, in addition to the other provisions of these General Terms and Conditions, the provisions of this article will also apply.
- 16.2 Both during the term of the Contract and after its termination, we will remain the owner of the Equipment. Consequently, after placement and/or delivery the Other Party holds the Equipment for us.
- 16.3 The Other Party is obliged to point out our property right to the Equipment to third parties, such as creditors who levy an attachment. Costs incurred to safeguard our rights in this connection towards third parties will be at the expense of the Other Party.
- 16.4 After termination of the Contract in question, the Other Party must return the Equipment on demand.
- 16.5 If after having been given a reasonable period In Writing in which to comply with any of its obligations (including payment of the agreed fee) to us the Other Party fails to do so, the Other Party must immediately return the Equipment on our demand, and the Contract and provision of our services will end wholly or partly (depending on our preference).
- No notice of default on our part is required. The Other Party continues to be obliged to pay the agreed fee in full for the remaining period of the Contract related to the Equipment by way of fixed compensation, subject to a maximum of an amount equal to the fee that the Other Party would owe us for twelve months had the Contract been continued.

ARTICLE 17: INSTALLATION

- 17.1 If we carry out installation work in connection with the Contract, the following provisions also apply.
- 17.2 The Other Party is liable for the correct and timely execution of all constructions, facilities and/or conditions communicated beforehand by us that are necessary for the installation. Without prejudice to the above, the Other Party must ensure that, where applicable:
- a. the location is suitable for the installation of the equipment;
 - b. the location is properly accessible for the necessary means of transport;
 - c. the information provided to us by the Other Party, such as drawings, specifications, instructions, etc. on which the installation work to be performed by us is based, are complete and correct;
 - d. the facilities required for installation are made available to us;

- 17.3 Unless otherwise agreed In Writing, the Contract does not include:
- a. groundworks, structural alterations, foundation works, brickwork, carpentry, plasterwork, paintwork, wallpapering, repairs or other construction work;
 - b. the realization of connections for gas, water, electricity, internet, or any other infrastructural facilities;
 - c. the removal of materials, building materials or waste.
- 17.4 If in connection with the execution of the Contract the Other Party has undertaken to supply certain materials and/or to carry out certain work or have certain work carried out, it will be responsible for the timely delivery and/or completion of that work.
- 17.5 The financial consequences of the Other Party acting contrary to the provisions set out above in this article will be entirely at the expense and risk of the Other Party.

ARTICLE 18: DISPUTES

- 18.1 Any dispute that may arise by reason of these General Terms and Conditions or contracts concluded between the parties will be submitted only to the court with jurisdiction in Almelo. However, we are also entitled to submit any dispute to another court with jurisdiction.
- 18.2 These Terms and Conditions, as well as all Contracts concluded between the parties, are governed only by the laws of the Netherlands. The United Nations Convention on Contracts for the International Sale of Goods (1980) does not apply.