BUREAU VANDERVORM

GENERAL TERMS AND CONDITIONS OF DELIVERY BUREAU VANDERVORM B.V.

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Article 1 General

1.1 These general terms and conditions of delivery apply (additionally) to all offers, written quotations, quotations, work in the broadest sense of the word as well as all applicable legal relationships and deliveries of the private limited company Bureau vandervorm, hereinafter referred to as: 'contractor', as well as to all (additional) agreements, including those assignments and/or agreements that are related to and/or arise from agreements between Bureau vandervorm and a hereinafter referred to as: 'Client'.

1.2 In these general terms and conditions of delivery, the Client is understood to mean: any (legal) person who has entered into an agreement with the Contractor or wishes to enter into it and, in addition to this, its legal successors.

1.3 In these general terms and conditions, written means by letter, fax or electronic means.

1.4 Additional and/or deviating terms and conditions – including purchase conditions – of the Client are not part of the agreement between the Contractor and the Client and therefore do not bind the Contractor, unless the Contractor accepts the Client's terms and conditions in whole or in part in writing.

1.5 Deviations from the general terms and conditions are only binding if and insofar as this has been expressly agreed in writing and only for the offers, quotations, work and (additional) agreements to which they apply. Such written agreements will then prevail over what is stated in these general terms and conditions of delivery with regard to the subject in question. With regard to the other provisions, but also offers, quotations, work, applicable legal relationships and deliveries and (additional) agreements, these general terms and conditions remain in full force.

Article 2 Offers and conclusion of the agreement

2.1 All offers and/or written quotations on the part of the Contractor are without obligation and can be revoked by the Contractor at any time, unless expressly agreed otherwise in writing. Offers and/or written quotations are also never valid for longer than 30 days after the date.

2.2 Information contained in catalogues, images, drawings, standard sheets, etc. is not binding, except insofar as it is expressly included in an agreement signed by the parties or an order confirmation signed by the Contractor, without prejudice to the Client's responsibility for information provided by the Contractor. Minor differences in size or minor changes in construction or components desired for the benefit of proper execution are reserved.

2.3 The contractor reserves the right to make changes to the range. The Contractor is not obliged to deliver products once delivered, if these products have been taken out of production or have been cancelled from its sales programme for any other reason.

2.4 Subject to revocation, an assignment is only concluded when the Contractor – after acceptance of the quotation by the Client – accepts the assignment in writing by means of an order confirmation. The order confirmation is deemed to reflect the agreement correctly and completely. Additional agreements and/or changes made by anyone are only binding if they have been confirmed in writing by the Contractor. Agreements for which, due to their nature and scope, no quotation and/or order confirmation is sent, are concluded because the Contractor has started to carry them out.
In such a case, the invoice sent by the Contractor is deemed to reflect the agreement correctly and completely.

2.5 Order changes at the request of the Client are only permitted up to seven working days after the date of the order confirmation. If such order changes entail additional costs, these will be borne by the Client. The offer made by the Contractor as well as drawings and scripts provided by it remain its property and, if no agreement is concluded with the Contractor, must be returned to it immediately. They may not be used, copied in whole or in part, or made available to third parties without the express permission of the contractor. The Client guarantees that no data regarding the manufacturing and/or construction methods used by the Contractor will be shown, disclosed or used by third parties.

2.6 The Contractor is authorised - if it deems this necessary or desirable - to engage third parties for the proper execution of the assignment given to it in the execution of the agreement, the costs of which will be passed on to the Client to the extent reasonable.

2.7 Unless expressly stated otherwise, each offer is based on performance under normal circumstances and during the normal working hours applicable to the Contractor.

Article 3 Price

3.1 Unless expressly agreed otherwise, all prices quoted by the Contractor are in euros, excluding VAT. Import duties and other taxes, levies or duties, any installation costs, assembly costs, packaging and other costs to be incurred in connection with the delivery are not included in the price.

3.2 Assignments with a gross order amount of up to € 5,000 are strictly net at all times, which means that the Contractor does not grant any discounts on them. For assignments with a gross order amount of less than € 2,000, the client owes € 65 handling costs.

3.3 The prices quoted for deliveries in the Netherlands are free of charge. Bureau vandervorm therefore delivers the goods behind the first door to the client. If the client so wishes, Bureau vandervorm can arrange for transport to the internal place of destination, provided that the supplied products can be transported to the internal place of destination by means of a lift that is sufficiently large for flatbed trailers and pallet trucks and otherwise without any disturbance. Bureau Vandervorm can charge the additional costs based on the hours spent on labour.

3.4 If the supply at or near the place of delivery requires extra working hours due to the lack of paving or a paved road, or due to other circumstances, the Contractor is entitled to charge for these hours separately.

3.5 The Contractor has the right, after the agreement has been concluded and confirmed, to adjust the price or to dissolve the agreement if factors arise that justify this. The above factors include, but are not limited to, increases in wages, material prices, production costs, import duties, taxes, currency changes, etc.

Article 4 Delivery

4.1 Delivery is understood to mean: the actual making available to the Client or persons who are in the Client's sphere of risk. Agreed partial deliveries are also understood to be deliveries.

4.2 Bureau vandervorm has fulfilled its delivery obligations if the products have been delivered in the Netherlands behind the first door to a delivery address specified by the client.
For deliveries outside the Netherlands, the delivery obligation has been fulfilled by delivery to the Dutch border, regardless of any other agreed obligations.

4.3 The statement of delivery times in offers, confirmations and/or agreements is made to the best of our knowledge and will be observed as much as possible, but is not binding or fatal. In the event of an imminent exceeding of the above-mentioned deadlines, the Contractor will consult with the Client.

4.4 The Client will be informed one week in advance about the planned delivery date and then the agreed delivery date and any assembly date will be confirmed to the Client. The Contractor reserves the right, after consultation with the Client, to deliver and invoice the assignment in parts.

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4.5 The obligations of the client remain unchanged, even if delivery deadlines are exceeded. Only in the event of excessive exceeding (more than twelve weeks) of the agreed delivery time or execution periods, the Client will be entitled to terminate the agreement with regard to that part of the delivery, unless the exceeding is caused by force majeure. However, the Client is never entitled to any penalty or damages.

4.6 If a possible delivery is postponed, there is a possibility that we will charge you storage costs.

4.7 The relocation and one-off assembly according to drawings take place during working days and during normal office hours. The Contractor assumes delivery in one phase and a normal in-house situation. This means ground floor with an unloading facility close to the entrance and if necessary an available elevator. It does not include any parking permit and ladder lift, unless explicitly stated in the quotation. During assembly, the rooms must be freely accessible and cleared. Adjustable desks are delivered at a height of 75 cm as standard unless otherwise agreed. Deliveries are also understood to mean partial deliveries (insofar as they have been agreed).

4.8 In principle, assembly takes place on the day of delivery unless otherwise agreed. If, at the request of the Client, the delivery date and/or assembly date confirmed to the Client still has to be changed, the costs for storage and logistical handling will be borne by the Client.

4.9 If the Client has special, deviating wishes with regard to the agreed delivery or assembly day, the Contractor is free to agree or not. A surcharge will be charged to the client for this.

4.10 In the event of delivery or assembly outside normal working hours, a surcharge will be charged on the normal hourly rate of:

Monday to Friday	07.30 a.m. to 18.00 p.m.	0 %
	6:00 p.m. to 12:00 p.m.	50 %
	24.00 to 07.30	80 %
Saturday		100 %
Sundays and public holidays		200 %

Travel time is charged on Saturdays, Sundays and public holidays.

4.11 The delivery time starts at the latest of the following times:

a. the day on which the agreement was concluded;
b. the day on which the Contractor receives the documents, data, permits, etc. necessary for the execution of the assignment;
c. the day on which the Contractor receives what must be paid in advance according to the agreement before the start of the work, as described in Article 9 paragraph 2.

4.12 The Client is obliged to purchase the products purchased by it at the place described in Article 4 paragraph 2. In the absence thereof, the Contractor is entitled to claim payment of the agreed purchase price of the products that have not been purchased without notice of default and these products are deemed to have been purchased by the Client from the Contractor, after which they are stored at the expense and risk of the Client and against reimbursement of all costs arising therefrom. All this is without prejudice to the other rights to which the Contractor is entitled.

Article 5 Cancellation

5.1 Cancellation of all or part of the order by the client is only possible within three working days after receipt by the client of the order confirmation from Bureau vandervorm or within 3 days after the written order has been issued by the client. Cancellation must always be made in writing. Once the above period has expired, cancellation is no longer possible.

Article 6 Assembly

6.1 Assembly is deemed to be able to take place under normal working conditions and during normal working hours applicable to the Contractor's assembly service. If the work is carried out in whole or in part,
- must take place outside normal working hours, the Client will be charged the surcharge as stated in Article 4 paragraph 9.

6.2 Where necessary, the assembly work is based on drawings sent to the client in advance. The dimensions and data specified herein must be checked by the client in the work. Prints of the relevant drawings will be signed for approval by the Client and returned to the Contractor. The assessment of the suitability of the construction of the building, in which the products are mounted, is the responsibility of the client.

6.3 Without prejudice to the provisions of paragraph 1, the Client shall ensure at its own expense and risk:

a. that the work that is not part of the Contractor's assignment, such as electrician, chopping, breaking, bricklaying, concrete, plastering and/or painting work or other such work, has been carried out correctly and on time;
b. that the current light and power are available at a reasonable distance and that the rooms in which work is to be carried out are clean, dry and sufficiently heated;
c. that the supplied products can be transported to the place of assembly with a lift that is sufficiently large for flatbed trailers or pallet trucks. Other work by third parties must not prevent the undisturbed progress of transport through the building and/or the continuous assembly;
d. that the products supplied but not yet assembled, as well as the tools, can be stored in rooms that can be locked and only accessible to the Contractor, which are suitable for the storage of these products and tools.

6.4 In the event of loss of time as a result of loss or a cause for which the Contractor is not liable, such an extension of the delivery time will be granted as is reasonable - taking all circumstances into account. In this case, any additional costs are for the account of the client.

6.5. The Client is liable for damage to products or tools, and also for the loss thereof, unless the Contractor is guilty of gross negligence or intent.

Article 7 Trial placements

7.1 If desired by the client, a trial placement can be set up. Test placement is understood to mean: 'the placement of products and relevant accessories on sight, taking into account the execution desired by the client'.
The Client will make a space available for this purpose with the aim of visualising the workplace or construction for which the Client is interested. In the event that the Client wishes to retain the products, these will still be charged by the Contractor. With regard to a trial placement, the Client is liable for use, damage, theft or loss of the products up to a maximum of the gross list price of the products concerned.

Article 8 Consultancy and project costs

8.1 The costs for the first sketch design are borne by the contractor. The starting point here is that a digitized drawing of the relevant room(s) is provided by the client.

8.2 For customization and/or drawing work other than those mentioned in paragraph 1, the costs will be calculated on the basis of subsequent calculation
to the client. Prior to this, Bureau Vandervorm will coordinate with the client's approach to the project, the required number of hours and the hourly rate.

8.3 The costs of publishing a preliminary study and making drawings and/or floor plans in the context of this preliminary study, as well as managing the design, coordination and/or execution of a project, are for the account of the client. Prior to this, Bureau Vandervorm will coordinate with the client's approach to the project, the required number of hours and the hourly rate.

8.4 Advice is developed and given in a professional manner. However, the Contractor is not obliged to for the storage capacities, results and/or expected performance of products to be delivered or delivered by him as indicated in the advice.

8.5 The intellectual property to advice, drawings, scenarios, images and descriptions provided by the Contractor will always remain with the Contractor, on the understanding that Article 2.6 will continue to apply in full.

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Article 9 Payment

9.1 Payment must be made within 15 days of the invoice date, unless expressly agreed otherwise in writing, provided that there is a sufficient credit limit. After receiving your written instruction, your creditworthiness will be checked by our credit insurer. Insofar as the purchase price is higher than the credit limit provided by them, payment of that part will have to be made before delivery of the goods. The above payment condition applies to the remaining part.

9.2 For orders lower than € 2,500 net – i.e. after deduction of agreed or granted discounts excluding VAT – the invoice must be made for 100% in advance.

9.3 For assignments higher than € 2,500 net – i.e. after deduction of agreed or granted discounts excluding VAT, the Contractor will invoice as follows:

- 30% on assignment
- 65% for delivery when ready for work
- 5% 15 days after delivery

9.4 If the delivery or assembly is delayed through no fault of Bureau vandervorm, Bureau vandervorm can, even for orders with a value of less than € 5,000, claim the total amount as an advance payment at the time that the delivery or installation/assembly would have taken place without delay.

9.5 Separate instalment payments will be agreed for volume and project orders delivered in phases.

9.6 All payments made by the Client are primarily intended to pay all interest and costs due and subsequently the oldest outstanding claims against the Client, even if the Client states that the payment relates to a later invoice.

9.7 Payment is deemed to have taken place only once the amount due has been irrevocably credited to the Contractor's bank account.

9.8 If the payment term is exceeded, the client is in default, without a summons, notice of default or judicial intervention being required. He owes the statutory commercial interest applicable at that time. The Contractor is therefore entitled to suspend future deliveries or, before proceeding with the delivery of the products, to require the Client to provide security to the satisfaction of the Contractor for the fulfilment of its payment obligations with regard to that delivery, or to deliver those goods to the Client only cash on delivery.

9.9 Costs reasonably incurred by the Contractor of collection or of the exercise of rights in any other way, including all costs calculated by external experts (such as lawyers) in addition to the costs determined in court, will be reimbursed by the Client. In the case of a principal sum due of no more than €5,000, these costs are fixed at 15% of the amount due, with a minimum of €100,-. In the event of a principal amount due in excess of
€ 5,000, these costs are fixed at 10% of the amount due.

9.10 Objections to the invoices sent by the Contractor in the previous paragraph must be notified to the Contractor by registered letter within eight days of the invoice being sent, stating reasons. If such objections are not made known within the period referred to in the previous sentence, the Client will be deemed to have agreed to the invoice sent.

9.11 The Contractor is entitled, upon or after entering into the agreement, before (further) performance, to obtain certainty from the Client with regard to both the payment obligations and the other obligations of the Client. If the Client does not provide security within the period set by the Contractor, the Contractor has the right to dissolve the agreement and the Client is liable for all resulting damage.

Article 10 Retention of title

10.1 The Contractor retains ownership of all goods delivered by the Contractor to the Client, including drawings and advice issued. Ownership of the goods will only pass to the Client as soon as it has fulfilled all its payment obligations under this or similar agreements and as soon as the Client has satisfied the Contractor's claims for failure to comply with such an obligation. The Client undertakes to establish a non-possessory right of pledge on the goods delivered by the Contractor to the Client at the first request to that effect, as security for all existing and future claims of the Contractor, for whatever reason. As long as the Client has goods from the Contractor in its possession, it must properly insure them against the usual risks.

10.2 As long as the Client has not paid the above claims, it is not entitled to establish a right of pledge or a non-possessory right of pledge on the goods delivered by the Contractor for the benefit of third parties, to alienate, lend or rent this property or to bring it out of its control in any way or title whatsoever, subject to the provisions of the following paragraph 3.

10.3 The Client is permitted to use or sell the goods within the normal course of business, on the

understanding that until the Client has paid for the goods in full and fulfilled its other obligations under similar agreements with the Contractor, the Contractor will succeed in the rights of the Client towards its customers. The aforementioned rights expressly include all claims and any (future) claims for damage to or loss of delivered goods. The Client will then transfer these rights to the Contractor to the extent necessary, which transfer the Contractor accepts.

10.4 Where applicable, the Contractor will be entitled to unhindered access to the delivered goods. The Client shall, without the need for a summons, notice of default or judicial intervention, provide the Contractor with all cooperation in order to enable the Contractor to exercise the retention of title by repossessing the delivered goods, including any dismantling required for this purpose. The costs of the return and removal will be borne by the Client.

Article 11 Complaints and warranty

11.1 The Client is obliged to check the delivered goods or the packaging for any shortages or damage immediately upon delivery, or to carry out this inspection after notification from the Contractor that the goods are at the Client's disposal.

11.2 Complaints in respect of visible defects must be made immediately after discovery, but no later than five working days after the above-mentioned delivery to the Client in a written specified communication from the Client to the Contractor.

11.3 Complaints in respect of non-visible defects must be made immediately after discovery, but no later than fourteen days after delivery in a written specified communication from the Client to the Contractor.

11.4 In the absence of timely notification as referred to in this article, the Client will be deemed to have received the goods from the Contractor in good condition and any claim against the Contractor in respect of the defects in question will lapse.

11.5 In the event of a complaint, the Client is obliged to keep the matters about which it complains or available information available to the Contractor. The Client is also obliged to cooperate with any investigation by the Contractor.

11.6 Putting the items into use counts as acceptance. In addition, minor deviations in quality, composition and properties, colour, among other things, which are unavoidable from a technical point of view or which are generally accepted, can never constitute grounds for complaints. A complaint does not entitle the Client to fail to fulfil its (payment) obligations towards the Contractor, or to invoke suspension or set-off.

11.7 Without prejudice to the following restrictions, the Contractor guarantees both the soundness of the product it has delivered and the quality of the material used and/or supplied for it under normal use, during the following periods after delivery in accordance with Article 4 and with the exclusion of visible defects:

a. workplaces: five years;
b. seats: two years;
c. electrical components: one year;
d. Furniture produced by third parties: one year.

11.8 Paragraphs 2 and 3 apply mutatis mutandis to defects that are caused exclusively or predominantly by improper assembly/installation by the Contractor. If the assembly/installation of the product is carried out by the Contractor, the periods referred to in paragraphs 2 and 3 shall commence on the day on which the assembly/installation is completed by the Contractor.

11.9 The warranty does not cover defects that occur in/by or are wholly or partly the result of:
- a. the Client's failure to comply with operating requirements and/or maintenance instructions or other than the intended normal use;
- b. normal wear and tear;
- c. assembly/installation, modification or repair by third parties, including the Client;
- d. the application of any government regulation concerning the nature or quality of the materials used;
- e. materials or items used in consultation with the client;
- f. materials or items that have been provided by the Client to the Contractor for processing;
- g. materials, goods, working methods and constructions, insofar as applied on the express instructions of the Client, as well as materials and goods supplied by or on behalf of the Client;
- h. parts purchased by the Contractor from third parties, insofar as the third party has not provided a guarantee to the Contractor.

11.10 If the Client does not fulfil, or does not comply properly or in a timely manner, with any obligation arising for it from the agreement concluded with the Contractor or from a related agreement, the Contractor will not be obliged to provide any guarantee - by whatever name - with regard to any of these agreements. If the Client proceeds or causes to be carried out with dismantling, repair or other work relating to the product without the prior written approval of the Contractor, any claim under the warranty will lapse. If the Contractor replaces parts/products in order to comply with its warranty obligations, the replaced parts/products become his property.

11.11 The products to which Article 11 applies can only be returned with the Contractor's prior written consent under conditions to be determined by the Contractor.

Article 12 Liability

12.1 The Contractor's liability is in all cases limited to compliance with the obligations described in these general terms and conditions.

12.2 Except in the case of gross negligence on the part of Bureau vandervorm, the applicability of the statutory provisions on product liability as determined for the implementation of the relevant EU directive, as well as the provisions of Article 12 paragraph 1, all liability of Bureau vandervorm is excluded. This exclusion cannot be invoked if such an appeal would lead to an unacceptable result according to the standards of reasonableness and fairness. In that case, Bureau vandervorm's liability is limited to the amount of the payment made by the insurance, insofar as this liability is covered by insurance. If the insurance does not provide cover or does not pay out, Bureau vandervorm's liability is limited to compensation for the direct damage up to a maximum of the amount that is realistic according to standards of reasonableness and fairness in the context of the net order value of the assignment (excluding VAT). Except in the event of intent or deliberate recklessness on the part of the Contractor's management or management, as well as the provisions of paragraph 1, liability on the part of the Contractor for any reason whatsoever is excluded.

12.3 The Contractor is never liable for:
- a. indirect damage, including consequential damage, loss of profit, lost savings, damage due to business interruption and all damage that is not considered to be direct damage;
- b. infringement of patents, licences or other rights of third parties as a result of the use of data provided by or on behalf of the Client;
- c. damage or loss, for whatever reason, of raw materials, semi-finished products, models, tools and other items made available by the Client; acts or omissions of the client, his subordinates, or other persons employed by or on behalf of him; acts or omissions of personnel, subordinates or auxiliary persons of the Contractor or third parties;
- d. consequences of (help and assistance with) assembly work, if these have been carried out without having the assembly commissioned;
- e. consequences of advice provided by the Contractor, unless they have been or will be the subject of a written advice agreement;
- f. cases and consequences of force majeure, as defined in Article 14.

12.4 The Client indemnifies the Contractor - insofar as permitted by law - in respect of liability towards one or more third parties arising from and/or related to the performance of the agreement, regardless of whether the damage is caused by the Contractor or by its auxiliary persons, auxiliary matters or goods or services delivered or inflicted.

Article 13 Intellectual property

13.1 Bureau vandervorm takes all reasonable precautions to prevent performances to be provided from conflicting with any intellectual property right of a third party that is valid in the Netherlands. If, despite this, Bureau vandervorm can be blamed for the fact that such a right has been infringed, Bureau vandervorm shall, without prejudice to the limits set out in Article 12, take back the delivered goods against credit of the acquisition costs, or ensure that the client can continue to use the delivered goods, or an equivalent other item, undisturbed.
The provisions of this article shall apply only if the client enables Bureau vandervorm in good time to defend its interests in relation to the person asserting industrial property rights.

13.2 The offers made by Bureau vandervorm, as well as advice, drawings, scenarios, images and descriptions provided by them remain the property of Bureau vandervorm and must be returned to it immediately if no agreement is concluded with Bureau vandervorm. They may not be copied in whole or in part or made available to third parties without the express permission of Bureau vandervorm.

13.3 Models, tools, stamps and moulds that are specially made for an order also remain the property of Bureau vandervorm, even if they have been charged. If no orders have been received and accepted by Bureau vandervorm for a given article for a period of two years, it shall have the right to destroy the designs, tools, stamps and moulds in question without notifying the contracting authority concerned.

Article 14 Force majeure

14.1 The Contractor is not obliged to fulfil any obligation under an agreement if it is prevented from doing so as a result of force majeure.

14.2 Force majeure within the meaning of this article is understood to mean circumstances that reasonably impede delivery and/or temporary delivery by the Contractor, including, for example, but not limited to, obstructive government measures, transport difficulties, weather alerts, non-delivery or late delivery by suppliers of the Contractor, strike, fire, machine breakdown, war or war dangers, natural disasters and terrorist attacks.

14.3 If the Contractor has already partially fulfilled its obligations at the time of force majeure or can only partially meet its obligations, it is entitled to invoice the already delivered or deliverable part separately and the Client is obliged to pay this invoice as if it were a separate agreement. The Contractor also has the right to change the content of the agreement in such a way that it is possible to implement it.

14.4 If the force majeure situation has lasted longer than ninety days, both the Contractor and the Client have the right to terminate the agreement by dissolution. In that case, the Client is not entitled to any compensation.

Article 15 Suspension and dissolution

15.1 If

a. the Client does not fulfil, or does not comply properly or in a timely manner, with any obligation arising from an agreement concluded with the Contractor, or
b. it is subject to serious doubts as to whether the Client is able to fulfil its contractual obligations towards the Contractor, or whether it is
c. the Client has been declared bankrupt or an application to that effect has been submitted, or
d. client has applied for suspension of payment, or
e. client goes into liquidation, or

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f. Client has otherwise lost the power of disposal over its assets or part thereof, the Contractor is entitled, without notice of default or judicial intervention, either to suspend the performance of any agreement concluded with the Client, or to dissolve it in whole or in part, without being obliged to pay any compensation and without prejudice to the other rights to which it is entitled. If delivery has taken place as referred to in Article 4 and the Client is in the above situations, the Contractor is entitled to physically return delivered goods to the Client.

15.2 Furthermore, the Contractor is entitled, without notice of default or judicial intervention, either to suspend the performance of any agreement concluded with the Client, or to dissolve it in whole or in part, if it appears within fourteen days of the conclusion of the agreement that the Client is insufficiently creditworthy. In such a case, the Client cannot claim any compensation.

15.3 If one of the parties applies for a suspension of payments or is declared bankrupt, the other party has the right to declare the agreements concluded dissolved by written notification, or (it is up to him) to suspend the fulfilment of his obligations. All payments due to the party entitled to terminate shall then become immediately due and payable. Incidentally, the rights in respect of non-performance of obligations remain fully reserved to the party concerned.

Article 16 Transfer of rights

16.1 The Contractor is entitled to transfer its rights and/or obligations under agreements concluded with it to another legal entity, whether or not affiliated with the Contractor, by which transfer the Contractor will be released from its obligations towards the Client. The Contractor will notify the Client of the transfer by registered letter. The Client already agrees to such a transfer for the time being.

16.2 The Client is not permitted to transfer its rights and/or obligations under an agreement concluded with the Contractor to third parties or to encumber rights in favour of third parties with a limited right without the prior written consent of the Contractor. The Contractor will not withhold its consent on unreasonable grounds.

Article 17 Consequences of nullity or voidability

17.1 If any provision of these general terms and conditions is null and void or is annulled, the other provisions of the general terms and conditions will remain in full force and effect and the parties will consult in order to agree on new provisions to replace the null and void or nullified provisions, whereby the purpose and purport of the null and void or voided provisions will be taken into account as much as possible.

Article 18 Applicable law and disputes

18.1 The offers, quotations, activities and (additional) agreements and the execution thereof, or these general terms and conditions of delivery themselves, are exclusively governed by Dutch law.

18.2 All disputes that may arise as a result of the performance of the agreements between the Contractor and the Client will be settled exclusively by the competent court in Amsterdam, insofar as statutory provisions do not preclude this.

18.3 The foregoing does not affect the right of the parties to submit urgent cases in summary proceedings to the Preliminary Relief Judge of the District Court of Haarlem.

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Article 19 Modification and location of the terms of delivery

19.1 These general terms and conditions of delivery have been filed with the register of the Chamber of Commerce in Amsterdam KVK 64970280. The most recently deposited version applies

19.2 The Contractor is authorised to make changes to these general terms and conditions of delivery. The amendments shall enter into force on the date of entry into force announced, except in respect of agreements concluded before that date. The Contractor will send the amended terms and conditions to the Client in a timely manner. If no date of entry into force has been notified, changes will take effect vis-à-vis the Client as soon as they have been communicated or become known to it, except with regard to agreements concluded before that date.

Houten, 24 March 2023

SHAPING IMPACT