



**General Terms of Sale, Supply and Payment of Zinkinfo Benelux
under Dutch Law, filed with the court registry of the District Court of The Hague on
04/04/2019 under number 13/2019**

1. Definitions

The following terms employed in these General Terms of Sale, Supply and Payment are defined as follows:

Offer(s):	Quotation(s) and offer(s) from the Contractor to the Customer;
Warranty Conditions:	Specific Warranty Conditions for each application or Order;
Order(s):	order(s) placed by the Customer with the Contractor for the execution of the supply of items and/or services and/or activities;
Order Confirmation(s):	Confirmation(s) by the Contractor to the Customer of its acceptance of an Order placed by the Customer, including confirmation of the Terms, Conditions and Provisions which apply to the Order;
The Customer:	The party requesting an offer for, or issuing instructions for, the execution of the supply of items and/or services and/or work;
The Contractor:	The party undertaking towards the Customer to provide items and/or services and/or work, as well as the Customer's operating companies;
Agreement(s):	The arrangements made between the Contractor and the Customer in respect of the execution of the Order;
Terms of Supply:	These General Terms of Sale, Supply and Payment of Zinkinfo Benelux under Dutch law, of which an appendix or appendices with Warranty Conditions form(s) part;
Work:	The supply of items and/or services (to be) executed by the Contractor, as well as all tasks under the Agreement (to be) executed by the Contractor, including surface treatment/modification. In the event that the Work under the Agreement is purchased in parts, and such parts are intended to be used independently from one another, these Terms of Supply shall apply to each of these parts individually. The term "Work," shall then refer to each part individually.

2. General

2.1 In the event that these Terms of Supply form part of offers or agreements for the execution of the provision of items and/or services and/or tasks by the Contractor, all provisions of these Terms of Supply shall apply between the parties, to the extent that this is not deviated from by means of an explicit written arrangement between the parties. The Contractor explicitly rejects any reference by the Customer to its own terms of purchase or to other terms.

2.2 Trade terms employed by the Customer or the Contractor must be explained in accordance with the ICC Incoterms of the International Chamber of Commerce in the form in which they apply at the time of the concluding of the Agreement.

3. Offer

3.1. The Offer made by the Contractor shall be based on the correctness of the (technical) details, drawings and other information provided by the Customer.

3.2 Every Offer made by the Contractor shall be based on execution of the Order by the Contractor under normal circumstances, during normal working hours, with the order of tasks being decided by Contractor.

3.3 The information and advice provided by the Contractor are of a general nature only. Samples shall be provided solely by way of indication. Details contained in price lists, information bulletins, catalogues etcetera shall only be binding if, and to the extent, that they are explicitly included in an agreement signed by the parties or an Order Confirmation signed by the Contractor.

4. Industrial property rights

An offer issued by the Contractor, as well as the designs, sketches, illustrations, drawings, calculations, programming, models, tools or equipment produced or provided by the Contractor, as well as all other relevant items, shall, without any limitation, and in the broadest sense, remain its property, regardless whether there



has been a charge for them. The intellectual property rights pertaining to the information contained in any of these or which forms the basis of the relevant manufacture and construction methods, products etcetera, shall remain exclusively reserved for the Contractor, even if there has been a charge for them, and even if the Customer has placed a specific, tailor-made Order. The customer undertakes not to use or copy these items or make them known to third parties, except for the purpose of implementing the Agreement, without written consent from the Contractor. The customer is obliged to return these items within the reasonable term set by the Contractor or to destroy them / have them destroyed, and provide proof of destruction. Should the Customer fail to observe this, it shall be required to pay a fine of € 500.00 per calendar day from the date on which the term is exceeded.

5. Additional work / work reduction

5.1 Additional work shall be understood to mean everything which the Contractor supplies and/or installs in consultation (stipulated in writing) with the Customer during the implementation of the Agreement in excess of the amounts explicitly laid down in the Agreement or the relevant Order Confirmation, or, as the case may be, is performed in addition to the tasks explicitly laid down in the Agreement or the relevant Order Confirmation. Additional work can, amongst other things, result from changes to an Order due to a request on the part of the Customer or modifications by the Customer to the relevant design, or because the details provided by or on behalf of the Customer are incorrect or incomplete or because it is necessary to deviate from estimated amounts in Order to comply with the Agreement. To extent that the aforementioned circumstances result in fewer costs, work reduction can be said to be involved.

5.2 Additional work shall be calculated on the basis of the price-determining factors in effect at the time when the additional work was executed. The amount by which work is reduced shall be deducted on the basis of the price-determining factors which apply at the time of concluding the Agreement.

5.3 In the event that less work is executed, the costs per unit shall be higher, in connection with the distribution of initial costs. Consequently, it is possible that a work reduction will not result in lower costs.

5.4 Should the Customer change an Order such that less work results, the Contractor shall be entitled to a fixed administrative compensation minimally amounting to ten per cent of the work reduction, as well as compensation for a loss in profits based on five per cent of the price agreed for the Work. In the event that the Work reduction leads to a request or claim for the compensation of a subcontractor, supplier or any other third party, such compensation must also be made by the Customer.

6. Agreement

6.1 If the Agreement is entered into in writing, the date of conclusion of the Agreement shall be that of its signing by the Contractor or, as the case may be, the date of posting of the written Order Confirmation by the Contractor. In the event that the Agreement is not entered into in writing, conclusion of the Agreement shall take place at the moment, following Order placement, when the Contractor commences execution of the relevant tasks.

6.2 Changes to, or deviations from, the Agreement shall solely be binding in the event, and to the extent that the Contractor has approved these in writing. The Contractor shall not be bound by oral undertakings or arrangements reached with subordinates of the Contractor, unless these have been confirmed in writing.

6.3 The Agreement shall be implemented with due observance of generally accepted tolerances as to measurements, quantities and weights, unless explicitly agreed otherwise in writing.

6.4 If and as soon as the Customer becomes cognisant of important circumstances which have a bearing on the implementation of the Agreement, the Customer shall notify the Contractor of these without delay. The Contractor may pass on to the Customer any additional costs resulting from such circumstances.

7. Delivery time

7.1 The delivery time shall commence on the latest of the following dates:

- a. the date of conclusion of the Agreement;
- b. the date of receipt by the Contractor of all items, documents, (technical) information, permits, etc., required for the execution of the Order;
- c. the date of receipt by the Contractor of the amount which, pursuant to the Agreement, must be paid in advance, prior to commencement of the tasks.
- d. the date of fulfilment of the formalities required before commencement of the work.



7.2 The delivery time shall be determined by the Contractor by way of an approximation and shall not be binding.

7.3 The delivery time shall be based on the Working conditions in effect at the time of concluding the Agreement and on prompt supply of the materials ordered by the Contractor for the execution of the Work. In the event that, through no fault of the Contractor, a delay occurs either due to a change to the intended working conditions or because the materials ordered by the Contractor for the execution of the Work are not supplied in time, the delivery time shall, to the extent necessary, be extended.

7.4 Further, the delivery time shall be extended by the duration of a delay experienced by the Contractor as a result of a failure on the part of the Customer to fulfil any obligation issuing from the Agreement or to provide any cooperation which can be expected of it in respect of the implementation of the Agreement. The Contractor shall, amongst other things, assume that the items which are destined for treatment and are to be delivered by the Customer can be treated immediately and promptly and are accompanied by a sufficiently detailed description. If this is not complied with, or additional work is involved, the delivery time shall be extended correspondingly. If this is not complied with, or additional work is involved, the delivery time shall be extended at least correspondingly.

7.5 Should it fail to implement the Agreement in time, the Customer must give the Contractor notice of default in writing, and allow the Contractor a reasonable term minimally amounting to at least half of the delivery time agreed, in which as yet to fulfil its obligations under the Agreement. In the event of an exceeding of the aforementioned reasonable term, the Customer may terminate the Agreement by means of a written communication to the Contractor and shall, to the extent applicable, then be entitled to repayment of the (part of the) price already paid and to compensation of the loss incurred, up to a maximum of fifteen per cent of the price agreed for the Work. . Unless the Customer exercises its aforementioned right of termination, exceeding of the delivery time – regardless of reason – shall not entitle the Customer to execute the tasks or have them executed for the purpose of implementing the Agreement, without judicial authorisation.

8. Packaging

The Contractor shall package the items to be delivered in the original packaging or, as the case may be, in new packaging, as the Contractor sees fit or protect them in such a manner that the items to be delivered can, by means of normal transport, reach their destination in proper condition. The costs of such new packaging, which shall not be taken back, shall be calculated at cost price. In the event that, for the purpose of transport, the Contractor or a third party provides pallets, boxes, crates, containers or the like – be this against payment of a security deposit or not – the Customer undertakes, unless it is specified that a one-time packaging is involved, to send back these articles to the address indicated by the Contractor, in the absence of which the Customer shall remunerate the Contractor for the costs of replacing the articles.

9. Passing of risk

9.1 Unless otherwise indicated, delivery shall be ex-factory (in accordance with the Incoterms in effect on the date of concluding the Agreement). “Factory” shall be understood to mean the business park of the Contractor. In the event that the Contractor provides transport on behalf of the Customer, this shall be at the expense and risk of the Customer, unless explicitly agreed otherwise in advance. Also if delivery to the Customer is carriage paid, the Customer shall bear the risk of any damage in connection with loading, unloading or transport. The customer shall at its own expense take out insurance for these risks.

9.2 In the event that, subsequent to notice of default, the Customer remains in default of purchase of the delivery, the Contractor shall be entitled, at its discretion, to send it, at the expense and risk of the Customer, to the address of the Customer or, as the case may be, place/retain it in storage at the expense of the Customer. The risk for all direct or indirect damage to the delivery shall rest upon the Customer from the date when the Customer was supposed to proceed to purchase, except in the case of intent or intentional recklessness on the part of management staff of the Contractor. The customer shall at its own expense take out insurance for these risks.

9.3 Upon acceptance of the Work, the risk of loss of, or damage to the Work, to the extent not covered by paragraph 1 or paragraph 2 of this article, shall pass to the Customer. Upon acceptance of the Work, the risk of loss of, or damage to the Work shall rest upon the Customer, unless such loss or damage is attributable to intent or conscious recklessness on the part of management staff of the Contractor.



10. Inspection/acceptance

10.1 In the event that the quantities, amounts or weights indicated on consignment notes, delivery receipts or comparable documents deviate from the quantities, amounts or weights actually delivered, this must be indicated on the document(s) in question.

Complaints concerning any visible defects or damage must always be reported in writing to the Contractor within ten working days of delivery, in the absence of which the implementation of the Agreement shall be considered to have been accepted. Defects in a portion of a delivery shall not entitle the Customer to refuse or reject all deliveries under the Agreement or to suspend payment.

10.2 At such time as acceptance of the Work by means of acceptance tests and/or protocols, etcetera, is agreed, acceptance shall take place at the earliest of the following moments:

- when the Contractor has notified the Customer of the completion of the Work and the Customer has accepted execution or, as the case may be,
- ten working days after the Contractor has notified the Customer of the completion of the Work and the Customer has neglected to inspect the Work within that term.

Acceptance/inspection of the Work can – if agreed in advance – take place on the Contractor's premises.

10.3 The Contractor is entitled to make deliveries in portions. In the event of acceptance of Work, the Contractor shall notify the Customer of the completion of a portion of the Work, after which Art. 10.2 shall apply in full.

10.4 Inspection/acceptance shall take place in conformity with the inspection methods under the norms declared applicable in the context of the offer or the Agreement. To the extent that there are deviations within the tolerances indicated under those norms, the Work shall be considered to have been accepted. The Contractor shall within a reasonable term correct any defects falling outside the tolerances of the relevant norm agreed. Insignificant defects, in particular those with (virtually) no effect upon the intended use, shall form no impediment to acceptance. In the event that the Customer has used, treated or modified the delivery/work, in whose respect defect claims have been raised, the delivery/work shall be considered to have been accepted.

10.5 Without prejudice to the obligation of the Contractor to fulfil its warranty obligations, acceptance in accordance with these Terms of Supply shall exclude all claims of the Customer in connection with a deficiency in the performance of the Contractor.

11. Force majeure

A force majeure shall be understood to mean any circumstance that is independent of the intention of the Contractor, even one which could have been foreseen at the time of concluding the Agreement, which forms a temporary or lasting impediment to the fulfilment of the Agreement. A force majeure shall be understood to include: personnel illness, industrial action, defective machines, transport difficulties, epidemics, computer viruses, storms, fire, water damage, war, the threat of war, civil war, civil unrest, terrorism, import and export difficulties, any impediments caused through governmental measures, or other serious disturbances at the company of the Contractor or its suppliers.

12. Prices

12.1 All prices mentioned by the Contractor are in euro and apply to delivery ex-factory, exclusive of VAT and packaging, unless explicitly agreed otherwise in writing. In the event that a price "by weight" is agreed in the Agreement, weight shall be understood to mean: the weight after hot-dip galvanisation, upon delivery / acceptance, regardless whether it is specified on the invoice. The weight after hot-dip galvanisation shall be determined through weighing, unless agreed otherwise.

12.2 Should cost-price factors, such as the prices of raw materials, salaries, social contributions, exchange rates, insurance premiums, import and export duties, tax and environment-related costs, increase following the offer or the conclusion of the Agreement, the Contractor shall be entitled to pass on such increases on to the Customer. Further, the costs of additional work, regardless of its nature, shall be passed on by the Contractor to the Customer. The payment of the costs of additional work shall always take place simultaneously with the payment of the principal sum or, as the case may be, the latest instalment thereof.



13. Payment; retention of title

13.1 The Customer is obliged to pay in full the amount it owes the Contractor within thirty days of the respective invoice dates. Payment schemes in deviation of this must be agreed in writing. The customer is not entitled to deduct any claim it has, or believes to have, against the Contractor from the claims which the Contractor has against the Customer or, as the case may be, to suspend payment. Exchange-rate risks must be borne by the Customer.

13.2 In the event that the Customer fails to forward payment within the agreed term, the Customer shall by action of law be in default and the Contractor shall, in accordance with the relevant legislation, have the right, without any notice of default, to charge the Customer the statutory commercial interest rate from the due date on the entire amount payable to the Contractor, for which exceeding by part of a month is considered a whole month, which amount is to be increased by all judicial and extrajudicial costs incurred through the collection of the claim. In the event that the Contractor (temporarily) decides not to go ahead with the instituting of judicial measures, this shall not be regarded as a waiving of rights.

13.3 The Contractor is entitled – without regard to deviating regulations or payments – to have the Customer offset that which it owes based on deliveries, interest or costs in an Order of the Contractor's own choosing.

13.4 Without prejudice to the provisions contained in Article 4 and Article 9, the ownership of items delivered shall not be transferred to the Customer until the Customer fulfils all obligations issuing from or having to do with agreements under which the Contractor has undertaken to provide deliveries and tasks, including interest and costs. Up to that moment, the Customer shall be bound to keep all items delivered by the Contractor separate from other items and keep them clearly identified as property of the Contractor. The Contractor shall, where applicable, be entitled to unimpeded access to the items delivered. The customer shall provide the Contractor with all requisite cooperation in order to enable the Contractor to exercise retention of title through repossession of the items delivered. The ownership of other materials and items such as packaging which, pursuant to the Agreement or these Terms of Supply, are to be repossessed by the Contractor following delivery, shall not pass to the Customer, even if costs are invoiced in their regard. Moulds and equipment or other means of production made available by the Contractor for the performance of the Work shall at all times continue to be owned by the Contractor.

13.5 The Contractor shall at all times be entitled to suspend its performance or exercise the right of retention.

14. Warranty

14.1 For each specific application, the specific Warranty Conditions as set out in the appendix/appendices, shall apply to the Agreement implemented by the Contractor, to the extent that the Customer and the Contractor have not explicitly deviated from these in advance in writing.

14.2 The Contractor shall implement the Agreement with due observance of the norms, guidelines and/or agreed quality requirements stipulated in the Agreement.

14.3 Claims concerning defects must be made in writing and be lodged as soon as possible following detection thereof, but at the latest within 14 days after expiry of the warranty term, such that all claims against the Contractor regarding such defects shall lapse in the event that said term is exceeded. Any legal claims in such regard must be brought within six months of timely claim on penalty of lapse.

14.4 To the extent that defects are detected during production employing the items delivered, or installation or assembly thereof/therewith, the Customer shall immediately stop such production, installation or assembly. The Customer shall enable the Contractor to investigate such defects, and information and shall, for this purpose, enable the Contractor to inspect the defects and provide it with all assistance it needs in assessing the warranty claim. In the event that the Contractor recognises the warranty claim, the Contractor shall explicitly communicate this in writing.

14.5 In the event that the Customer makes a justified warranty claim, the Contractor shall, with due observance of the cost scheme as set out in the Warranty Conditions for the specific application(s) involved, proceed to retreatment, repair or correction, as it sees fit, as soon as possible following the reporting of defects by the Customer and recognition by the Contractor that these defects justify claims under the warranty. The customer shall, in this connection, at its own expense and risk send the items to be retreated, repaired or corrected to an address within the Benelux to be indicated by the Contractor or, as the case may be, upon the request of the Contractor, provide the access necessary for proceeding to unimpeded and immediate retreatment, repair or correction. If necessary, at its own expense and risk, the Customer shall, for



this purpose, provide climbing and scaffolding material. The Contractor may contract a third party for the purpose of retreatment, repair or correction.

14.6 In the event that, in order to comply with its warranty obligations, the Contractor replaces (portions of) items, the replaced items (or portions thereof) shall become the property of the Contractor. A new warranty period shall not apply to the retreatment, repair or correction carried out by the Contractor.

No warranty shall be provided for inspections, consultations or related services executed by the Contractor.

14.7 If the Contractor demonstrates that the cause of the defects is to be found in raw materials obtained by the Contractor from third parties, the share of the Contractor in the costs of retreatment, repair and correction shall never exceed the amount which the third party in question reimburses to the Contractor.

14.8 The Contractor shall not be bound to the warranty in the following cases:

(i) if the Customer fails / has failed (properly or in a timely manner) to fulfil any obligation applying to it under the Agreement concluded with the Contractor or, as the case may be, any other agreement;

(ii) if defects/damage are entirely or partially the result of:

- normal wear due to foreseeable normal use and/or foreseeable normal aging;
- fire, storms, radioactive radiation, a natural disaster, war, civil unrest, terrorism, an explosion, falling objects or other violence;
- failure to observe use/maintenance instructions, use other than the intended normal use, incorrect or ill-advised actions in respect of transport, storage, assembly, mechanical load and/or exposure to chemical substances, cleaning, maintenance or delivery;
- proximity of the treated items to the deleterious effects of sea water, chemical plants or other sources of aggressive emissions or, as the case may be, climatological or atmospheric effects in connection with traffic infrastructure in the broadest sense;
- assembly, installation or repair by the Customer and/or third parties;
- deformities inherent to the bulk process;
- the application of any governmental regulation relating to the nature or quality of the materials employed;
- materials or items provided by the Customer to the Contractor for treatment;
- materials, items, methods or constructions, to the extent that these were applied or treated on the express instructions of the Customer, as well as materials or items delivered by or on behalf of the Customer;
- components or materials obtained by the Contractor from third parties, to the extent that these third parties have not provided a warranty to the Contractor;
- failure on the part of the Customer (fully, correctly or promptly) to inform the Contractor of all facts and conditions relevant to the execution of the Work;
- hidden defects in the substrate of the treated items;
- design, construction or material defects in the treated items, e.g., sharp snipping and cutting edges;
- atmospheric conditions that have changed in the course of the warranty period, as well as damage that came about through or as a result of contamination by construction products, lime, cement, solvents, dust, rust or the like, or the use of inappropriate cleaning products;
- exposure to abnormal conditions or conditions that are such that the damage can in reasonableness be foreseen (e.g., in the case of hot-dip galvanisation: corrosion-load categories CX, Im1, Im2, Im3 and Im4, in conformity with ISO 12944);
- quality loss due to storage or transport;
- lustre and/or colour difference as a result of deliveries in parts, different substrates or the composition of such substrates;
- hydrogen embrittlement, LMAC (liquid metal assisted cracking), deformity-causing aging or thermal stress or combinations of these;
- conditions specified in the Warranty Conditions for which warranty provision is excluded.

15. Liability

15.1. The liability of the Contractor is limited to fulfilling the agreed warranty obligations. In the event that the Contractor fails within a reasonable term to fulfil its obligations issuing from the relevant warranty provisions, the Customer may, in a written communication, set a final, appropriate term for fulfilment by the Contractor of these obligations. In the event that the Contractor fails within this final term to fulfil its obligations, the Customer can, at the expense and risk of the Contractor, execute the requisite correction tasks itself or have these carried out by a third party. In the event that such correction tasks are successfully carried out by the Customer or such a third party, the Contractor shall, through reimbursement of the reasonable costs incurred



by the Customer be absolved of all liability for the defect in question, on the understanding that these costs may not exceed a maximum of fifteen per cent of the price agreed for the Work. These costs must be substantiated with supporting documents-

15.2. In the event that the correction tasks pursuant to paragraph 1, are not successfully carried out,

a) the Customer shall be entitled to a discount on the price agreed for the Work, proportionate to the decrease in the value of the Work, on the understanding that the discount maximally can amount to fifteen per cent of the price agreed for the Work, or

b) the Customer can, if the defect is so serious that it substantially undoes the advantage of the contract to the Customer, terminate the Agreement by means of a written communication to the Contractor. The Customer shall then be entitled to repayment of the price paid for the Work, and to compensation for the loss it has incurred, up to a maximum of fifteen per cent of the price agreed for the Work.

15.3 Unless intent or intentional recklessness is involved on the part of management staff of the Contractor, subject to the provisions of Art. 7 paragraph 5, and paragraph 1 of this article, all liability is excluded on the part of the Contractor for defects in the Work and in connection with delivery, such as loss through the exceeding of a delivery time or through non-delivery, for losses due to liability vis-à-vis third parties and for trading loss, consequential loss and indirect loss, as well as loss as a result of any unlawful action(s) or negligence on the part of (employees of) the Contractor. Consequential loss within the meaning of this provision includes but is not limited to consequential loss issuing from correction tasks, such as, but not limited to industrial disturbances, stagnation, vacating costs, loss and other things, these always in the broadest sense.

15.4. The Contractor shall therefore not be liable for:

- violation of patents, licences or other third-party rights;
- damage or loss, regardless of cause, to/of raw materials provided by the Customer, semi-manufactured items, models, tools, equipment and other items.

15.5 The Contractor is liable for loss incurred by the Contractor as a result of defects in, or the faulty design of items provided by the Customer for treatment.

16. Indemnification

The customer indemnifies the Contractor from claims of third parties arising from deliveries of items and/or services and/or tasks by the Contractor to the Customer and from claims of third parties in connection with product liability as a consequence of a defect in work supplied by the Customer to a third party and which work was, amongst other things a result of the delivery by the Contractor of items and/or services and/or tasks. Further, the Customer indemnifies the Contractor without limit from claims of third parties in connection with the violation of patents, licences or other rights as a result of the use of data provided by or on behalf of the Customer.

17. Suspension; termination

17.1 In the event that implementation of the Agreement is rendered impossible by a force majeure, the Contractor shall, without judicial intervention, be entitled to suspend implementation of the Agreement for a maximum of six months, fully or partially to terminate the Agreement or to demand that the substance of the Agreement be changed such that implementation remains possible, without the Contractor being required to pay any loss compensation. The Contractor shall, during such suspension, have the authority, and shall, at the end of such suspension, be obliged, to opt for implementation or, as the case may be, complete or partial termination of the Agreement.

17.2 Both in the case of suspension and the case of (partial) termination of the Agreement pursuant to paragraph 1, the Contractor shall be entitled to demand immediate payment for that portion of the Agreement which has already been implemented. In the event of termination pursuant to paragraph 1, the Customer shall be obliged, following payment of the amount payable pursuant to the preceding full sentence, to take possession of the items included therein, in the absence of which the Contractor shall have the authority to have the items stored at the expense and risk of the Customer or, as the case may be, to sell or destroy them at the expense of the Customer.

17.3 In the event that there is good reason to fear that the Customer is, or shall be not able or willing to fulfil its contractual obligations vis-à-vis the Contractor, as well as in the event that the Customer applies for or is granted bankruptcy, a moratorium of payment, a cessation of operations or liquidation or full or partial transfer of the Customer's company, including the transfer of a substantial portion of its claims, the Contractor shall be entitled to demand appropriate security with regard to all contractual obligations of the Customer (be



they exigible or not) and pending such security, to suspend the implementation of the Agreement. In the absence of the provision of such security within a reasonable term, to be set by the Contractor, the Contractor shall be entitled to terminate the Agreement entirely or partially. The Contractor is hereto authorised, in addition to its other rights pursuant to the law, the Agreement and these Terms of Supply.

17.4 In the event that the Customer fails (promptly or properly) to fulfil any obligation pertaining to it or issuing from the Agreement concluded with the Contractor or an agreement connected to it, the Contractor shall equally be entitled to suspend the implementation of the Agreement and/or to terminate the Agreement.

17.5. In the event of suspension or termination pursuant to paragraph 3 or paragraph 4, the Contractor shall be entitled to full loss compensation, but shall itself not be bound to any loss compensation. In the event of suspension or termination pursuant to paragraph 3 or paragraph 4, the Contractor shall be entitled to have the Customer store, at its own expense and risk, materials, parts and other items purchased, reserved, accepted for treatment and/or manufactured by it for implementation purposes; In the event of suspension or termination pursuant to paragraph 3 or paragraph 4, the Contractor may, instead of storage, also opt for sale or destruction at the expense and risk of the Customer.

17.6 In the event that the Contractor approves termination of the Agreement without default being involved on its part, it shall still be entitled to compensation for all pecuniary loss incurred, e.g., loss, loss of profits or reasonable costs of determining loss and liability.

18. Disputes

Any disputes arising from these Terms of Supply, as well as any Offers, Orders, Order Confirmations or Agreements to which these Terms of Supply have been declared to apply, shall be submitted for adjudication to the competent civil court of jurisdiction in the place of business of the Contractor.

19. Applicable law

Exclusively Dutch law shall apply to these Terms of Supply as well as to all Offers, Orders, Order Confirmations and agreements to which these Terms of Supply apply. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention) shall not apply, nor shall any existing or future international scheme pertaining to the sale of moveable tangible property apply, whose effect can be excluded by the parties. To the extent that these Terms of Supply have also been drawn up in a language other than Dutch, the Dutch text shall, in the event of disputes, always be definitive.