

General conditions of sale for Meteor Systems B.V. and/or its affiliated companies

These general conditions were filed with the Chamber of Commerce in Breda under number : 20105750



Art. I General

1. Applicability: These terms and conditions form part of the Agreement and are also applicable to the Offer. The general terms and conditions used by the Counterparty are not applicable.

2. Wherever used in these general conditions ("Conditions"), the following terms have the meanings indicated:

- User: Meteor Systems B.V. or one of its affiliated companies, with head offices at (4817 ZK) Breda, Minervum 7081;
- Counterparty: any natural or legal person that is party to an Agreement with the User or that intends to become party to this by an Offer to this effect;
- Agreement: any agreement between the User and Counterparty;
- Offer: any offer to enter into negotiations for, or to enter into, an Agreement;
- Products: all Goods to be supplied or produced under the agreement, including documentation, drawings, testing equipment, etc.;
- Services: all activities, in whatever form and by whatever name (services, provision of services, contracting of work, lending staff, etc.) that the User performs for or on behalf of the Counterparty in the implementation of the Agreement;
- Engagement: the Products and/or Services that the User supplies to or performs for the Counterparty under the Agreement;
- Order: any order, assignment or commission from the Counterparty to the User, in any form whatsoever;
- Parties: User and Counterparty.

Art. II Offers, establishment of agreements and specifications and details of Products and Services

1. Offers or estimates from the User are free of any obligations and are valid for two days after being issued as an invitation to the Counterparty to enter into negotiations regarding the placement of an Order by the Counterparty with the User.

2. All offers are based on performance of the agreement by the user under normal conditions and during normal working hours.

3. An Agreement will only be reached by an offer and acceptance being established and signed by the User and Counterparty in a written Agreement.

4. All specifications by the User of numbers, dimensions, weights and/or other indications of the products and/or Services will be made with due care, but the User cannot guarantee that these will be free of deviations. Any samples, drawings or models presented or provided are only general indications of the Products and/or Services in question. If the Counterparty shows that the Products and/or Services delivered deviate from the User's specifications or from the samples, drawings or models such that he cannot reasonably be obligated to purchase them, the Counterparty shall be entitled to dissolve the Agreement.

5. Extra work is regarded as everything that is delivered and/or applied by the user above the amounts expressly established in the contract or the order confirmation or that is performed above the work expressly established in the contract or the order confirmation, in consultation with the other party, whether or not be confirmed in writing, during the performance of the agreement.

6. Verbal commitments by and agreements with employees of user are not binding on the user unless and insofar as they are confirmed by the user in writing.

Art. III Provision with regard to building contracts

1. If the parties have agreed that the user will provide the assembly/installation of the product to be delivered, the other party shall be responsible to the user for the correct and timely realisation of all the

installations, provisions and/or conditions that are necessary for the set-up of the product to be assembled/installed and/or the correct functioning of the product in its assembled/installed state. This does not apply if and insofar as this realisation by or on order of the user is done according to drawings and/or data produced or issued by or on order of the user.

3. The Building Contract shall in any case include provisions regarding:

- the object to be built/installed;
- the construction site;
- the place and the method of delivery of the materials;
- who will be responsible for the expense and risk of the transport;
- the period within which the construction/installation will take place;
- the contract price excluding VAT and the method and period of payment.

4. The Counterparty shall undertake to ensure that the work can be done at the agreed times. He shall further undertake to ensure that the materials supplied by the User will/can be stored in a dry, frost-proof place in such a way and in such locations that these materials are reasonably protected from damage or theft.

5. The Counterparty shall warrant the soundness of the structures and methods that he specifies, including the influence of the soil conditions, as well as the indications given by him or on his behalf and the equipment and building materials provided.

6. Unless agreed otherwise in writing, only materials of normal commercial quality will be used. All the materials or remnants remaining from the construction/installation will be property of the User and may be removed from the construction site by the User.

7. In case the building contract is entered into by the Counterparty under the suspensive or resolute condition that the necessary financing and/or the necessary permits can be obtained, if the Counterparty shows that he cannot obtain the necessary financing and/or permits within 18 months after the Agreement is entered into, the Parties will do everything that can reasonably be expected of them to implement the Agreement, modified according to the available finances and/or modified according to the limitations of the permits to be issued.

8. Damages and costs that result from the conditions stated in this article not being met or not being met on time shall be at the other party's expense.

IV Agency and distribution agreements

1. The Counterparty cannot act as a (trade) agent or distributor of the User unless he is explicitly appointed as such in a written agency and/or distribution agreement.

2. An agency and/or distribution agreement shall not be considered to be exclusive except insofar as it is explicitly stated that the relationship is to be considered to be fully or partially exclusive.

3. The discount or commission that the Counterparty receives as a distributor or agent shall always include the compensation for recruiting a new relation and/or increasing the goodwill of the user. The User will not owe any compensation (for damages, goodwill or customers) upon ending the agency and/or distribution agreement, except insofar as such compensation is stipulated on the basis of applicable mandatory law.

V Changes and additions

1. Changes and additions to any provision in the Agreement and/or the Conditions can only be agreed upon in writing.

VI Prices

1. All prices for the User are stated in Euros (€) and exclude VAT, unless indicated otherwise. Unless the User states otherwise in brochures, price lists or other promotional material, or unless expressly agreed otherwise and signed in writing, the costs of special forms of packaging and shipping (including shipping to multiple addresses), the costs of import and export duties and excise taxes, travel and accommodation costs as part of the provision of Services, as well as all (other) levies or taxes imposed or charged with regard to any activity shall be at the expense of the Counterparty separately.
2. The User can charge on any change to the factors that affect the price and extra costs for the user stated in paragraph 1 to the Counterparty, including purchase prices, currency exchange rates, import and export duties and other levies owing on other input or export, insurance fees, cargo fees and other levies or taxes. The Counterparty is only authorized to dissolve the Agreement if this is done within three months after acceptance of the Order by the User, and provided the Counterparty submits an appeal with reference to the grounds for nullification as stated in article 6:235 of the Dutch Civil Code.
3. Unforeseen and/or cost-increasing circumstances: The Contracted Party shall be entitled to compensation of additional costs in accordance with article 7:753 of the Dutch Civil Code in case of : salary increases , increased material and commodity prices , increases in taxes and other price increases in the event that lead to increase in cost.
4. The Counterparty shall indemnify the User for all costs and damages for the User that can ensue from the fact that:
 - the Counterparty is not properly registered for VAT or a similar tax in a relevant EC member state; and/or
 - the Counterparty provides incorrect or late information to the user and/or authorities with regard to VAT or a similar tax in a relevant EC member state.

VII Payment

1. Upon supply or delivery of Products, the Counterparty will pay to the User the amounts charged to him, in the actual currency stated on the invoice, at the moment of supply or delivery of the relevant products, unless expressly agreed otherwise. In the case of performance of Services, the Counterparty will pay to the User the amounts charged to him, in the actual currency stated on the invoice within 30 days after the invoice date. All payments will, at the option of the User, be made to his offices or to a giro or bank account to be indicated by him. In the case that payment is made at the offices of the User, this will be done in cash or by means of guaranteed giro or bank cheques, unless agreed otherwise.
2. Any objections against invoices, specifications, descriptions and prices must be made known to the User in writing within 10 days. If this is not possible on the basis of any cause that is not attributable to the User, the Counterparty will in all cases inform the User of his objections as quickly as is reasonably possible.
3. All the amounts that are charged to the Counterparty must be paid without discounts or deductions.
4. The Counterparty shall not be entitled to settle a claim on his side with a claim of the User, unless this is permitted to him on the basis of a judgement of the court or arbitrator with force of *res judicata*.
5. The Counterparty is not entitled to suspend his obligations due to this contract, unless the Counterparty submits the dispute to a competent court within 30 days of the obligations in question becoming claimable.
6. If at any time the user has reasonable doubt about the creditworthiness of the Counterparty and/or in the case that the Counterparty has repeatedly failed to pay correctly or on time, and he has been reminded by the User at least once, the User shall be entitled to demand advance payment from the Counterparty of the purchase price of the products and/or the compensation for Services, or that the Counterparty provides sound security in the amount that is payable to the User by the Counterparty under the agreement prior to further performance of the contract, including for current agreements. This also includes the conditions of reimbursement and conditions of documentary credit that are usual in commercial transactions such as irrevocable letters of credit, cash against documents or cash against delivery, which in this case are also confirmed by a first class bank.

7. In the case that it is agreed that payment will be made and/or when security is set by way of documentary credit and/or bank guarantees, the Counterparty shall warrant that this will always be done by a reputable bank.

8. If the other party does not pay within the term agreed upon, it shall be deemed to be legally in default and the user shall be entitled, without giving any notice of default, to charge interest as of the due date at a percentage of 3 points above the statutory interest rate applicable in the Netherlands, as referred to in Section 6:119a and Section 6:120 paragraph 2 of the Dutch Civil Code, as well as all the legal and extra legal costs related to the collection of the user's claim.

9. If the User extends the deadline for the performance of any obligation by the Counterparty out of courtesy considerations or otherwise, the new deadline shall always be final. Postponement of any obligations shall always be done in writing and be signed.

10. Unless agreed otherwise, the contract price for the work will be invoiced and paid as follows:

- 30% upon entering into the Agreement;
- 60% upon commencement of the contracted work;
- the rest upon first delivery of the result of the contracted work or upon start of use thereof, if earlier.

11. Payment for extra work shall be made as soon as this is charged to the other party.

VIII Supply/Delivery period

1. The supply/delivery period specified by the User for Products and/or period for the performance of Services shall be based on the circumstances that apply to the User at the time of entering into the agreement and, insofar as dependent on the obligations of any third party, on the information provided to the User by these any third party. The User shall respect the supply/delivery period and/or implementation period as much as possible.

2. The stated periods shall take effect on the date of the written order confirmation by the User. If the User needs information or equipment for the performance of the Agreement that must be provided by the Counterparty, the periods will take effect on the day that all the necessary information or equipment is in possession of the user, but not earlier than on the date of the written order confirmation.

IX Delivery and risk

1. If this is stated in the quotation or service confirmation, the supply or delivery of Products, including the costs of delivery and the transfer of the risk, will be done according to the Incoterms 2010 of the International Chamber of Commerce in Paris that are usual in commercial transactions.

2. If the conditions in the quotation or service confirmation referred to the previous paragraph are not agreed upon, delivery and the transfer of risk for Products will always be done at the time and place at which the Products are ready to be sent to the Counterparty. The User will inform the Counterparty of the aforementioned time and place as quickly as possible, and the Counterparty will purchase the Products as quickly as possible, but no later than within 30 days after the notification.

3. In the case of a building contract, the delivery date will be extended by possible workable days upon which the User's installation/construction teams were unable to work as a result of unfavourable weather conditions (such as rain, hail, hurricane, frost, snow, ice, fog or storm) or unworkable soil conditions on the job site in the period between entering into the Agreement and the delivery date, as a result of which the User's construction schedule is disrupted.

X (Extended) Reservation of Title

1. The ownership of Products will, notwithstanding the actual delivery, only transfer to the Counterparty after the Counterparty has made full payment of all amounts that are or will be owing for all the items delivered or to be delivered under the Agreement, including the purchase price, any surcharges, interest, taxes and costs pursuant to these Conditions or the Agreement, as well as any work done or to be done under such Agreement.

2. Any amount that is received from the Counterparty will first be applied to the claims that the user may have against the Counterparty with regard to what the User has not made a reservation of title in paragraph 1. Any amount that is received from the Counterparty thereafter shall first be applied to pay all interest and costs that may be owing as referred to in VII:8 and VII:9.

3. The Counterparty shall not be entitled to lease any Products to any third party or to make them available for use, to pledge them to any third party, or otherwise encumber them for the benefit of any third party before ownership of all the Products supplied by the User is transferred to the Counterparty.

The Counterparty shall only be entitled to sell or to supply Products of which the User is the owner to any third party insofar as this is necessary as part of the Counterparty's normal business activities.

4. The Counterparty shall undertake to carefully store all Products delivered under reservation of title as recognizable property of the User, and to insure them against risks such as fire, explosion, damage and theft. The Counterparty shall cede to the User all rights to the insurers involved in this regard upon simple request for this by the User.

5. If and for as long as the User is the owner of the Products supplied, the Counterparty will inform the User immediately in writing if any part of the Products is lost or damaged, or if the Products are seized and/or claim is otherwise made to any part of the Products. Further, the Counterparty will, upon simple request of the User, inform the User where the Products of which the User is the owner are located.

6. In case of attachment, application for or (provisional) judicial administration or bankruptcy, the Counterparty will immediately inform the bailiff enforcing the attachment, the receiver or the trustee of the (property) rights of the User.

XI Intellectual property

1. The User declares that, insofar as he knows, the Products do not violate any third party intellectual property rights that are applicable in the Netherlands. However, the User cannot indemnify the Counterparty against possible violations of any third party intellectual property rights.

2. If the User manufactures products or has products manufactured specifically for the Counterparty on the basis of a design not produced by the User, the Counterparty shall indemnify the User against all violations of any third party intellectual property rights with regard to the Products and their manufacture and use.

3. The Counterparty warrants that it will not violate the intellectual property rights of the User or its suppliers (nor to permit or facilitate any third party to do this) with regard to the products, for example by copying, processing or imitating Products.

XII Inspection and complaints

1. The Counterparty shall undertake to carefully inspect the Products or have them inspected immediately upon arrival at their place of destination, or, if this is earlier, after receipt by him or a third party in his service. Any complaints about defects to the Products that can be attributed to material or manufacturing faults, or discrepancies in quantity, weight, composition or quality between the Products delivered and the description of these Products stated on the order confirmation and/or invoice, must be made known to the User no later than within 8 days of receipt of the Products. Defects could not have reasonably been detected within this period must be made known to the User in writing immediately upon being detected and no later than within 30 days of receipt of the Products.

2. After any defect is discovered, the Counterparty shall undertake to stop the use, working, processing or installation of the Products in question immediately.

3. The Counterparty shall provide all cooperation desired by the User for the investigation of the complaint, including by providing the User with the opportunity to conduct an investigation on site as to the conditions of working, processing, installation and/or use.

4. The Counterparty is not entitled to file complaints regarding Products for which it is not possible for the User to check the complaint.

5. The Counterparty shall not be entitled to return the Products without prior written approval of the User. The costs of return in that case shall be at the Counterparty's expense and the Products remain at his risk.

6. Deficiencies in an individual batch of Products that form part of an existing delivery consisting of a number of batches only give the Counterparty the right to dissolve the entire Agreement if the Counterparty cannot reasonably be expected to preserve the remaining part of the Agreement.

7. If the Counterparty files a complaint regarding deficiencies of a Product on time, correctly and rightly, the User's liability ensuing from this shall be limited to the obligations referred to in XII:1, depending on the nature of the complaint, taking into account the remaining provisions of article XII.

XIII Warranty

1. If a complaint is made on time, correctly and in accordance with the provisions of article XII and it is adequately demonstrated in the reasonable assessment of the User that Products do not function properly, the User shall have the option of either supplying the Products found to be deficient again at no charge upon return of the Products found to be deficient, or to perform adequate repairs of the Products in question, or to provide to the Counterparty a discount on the purchase price to be determined in mutual consultation, or to give credit for the Products found to be deficient upon return of the Products found to be deficient. With the fulfilment of one of the aforementioned options, the User shall not be liable for any further compensation of damages or other compensation.

2. If the User delivers Products to the Counterparty that the User has obtained from its suppliers, the User shall in no case be bound by any warranty or liability toward the Counterparty that exceeds what the User can claim from its supplier.

3. The User expressly does not warrant recommendations or advice regarding the installation or the use of the Products, nor does the User warrant such recommendations or instructions from the Counterparty to its buyers.

4. The Products shall remain entirely at the risk of the Counterparty in the case that repair activities are conducted on the Products by the User, unless the repair is the result of a deficient performance of the User and the Counterparty cannot reasonably be expected to have insured the Products against this risk.

5. No guarantee is given on inspections, advice or similar services performed by the user.

6. The guarantee in no case shall cover deficiencies that occur either fully or partially as a result of:

- failure to respect operating or maintenance instructions or use other than the intended normal use;
- normal wear;
- assembly/installation or repair by the other party or by any third party;
- the application of any government requirement regarding the nature or quality of the materials used;
- used materials or items applied in consultation with the other party;
- materials or items that are made available by the other party to the user for processing;
- materials, items, work methods and constructions, insofar as applied at the express instruction of the other party, as well as materials and items supplied by or on behalf of the other party;
- components obtained by the user from any third party, insofar as the latter has not given a guarantee to the user or the guarantee given by the third party has expired;

7. If the other party does not, does not properly or does not timely satisfy any obligation that ensues from the agreement entered into by the other party with the user or that ensues from an associated agreement, the user shall not be liable to any guarantee with regard to this agreement, by whatever name. If the other party proceeds to disassemble, repair or perform other work with regard to the product, or has this done, without prior written approval of the user, any claim under guarantee is void.

8. If the user replaces components/products to satisfy its guarantee obligations, the components/products replaced become property of the user.

9. The alleged non-fulfilment by the user of its guarantee obligations does not discharge the other party from its obligations that ensue from any agreement made with the user.

XIV Liability and indemnity

1. The User shall in no case be liable for any direct or indirect damages incurred by the Counterparty or any third party, including but not limited to consequential damage (such as not being able to plant the cultivation system or cultivation space (on time)), structural deterioration or rusting of the cultivation system or construction and the associated hanging/fastening and support materials, damage to crops, etc., immaterial damages, business losses or environmental damage.

2. The maximum load for the cultivation system or construction and all associated hanging and fastening systems and supports stated in the offer/quotations/service confirmation must be used as an indication of the weight load that should only be carried under optimal conditions.

3. The User shall in no case be liable for any direct or indirect damages, immaterial damages, business losses or environmental damage of the Counterparty or any third party, including consequential damage that is the result of any release of harmful vapours or gasses from raw materials, additives, coatings or paints with which the materials to be used are treated or made.

4. The User shall in no case be liable for defects to the installation that has been designed or created on the basis of the Counterparty's data. Furthermore, the User shall in no case be liable for defects to materials that are used at the request or indication of the Counterparty. The User shall in no case be liable for damages to the installation or buildings when the installation is to be disassembled/installed in buildings intended for this purpose, or on a surface that is not suitable/strong enough for it. The Counterparty shall compensate the User for any damages incurred as a result of this.

5. The liability of the User towards the Counterparty on any grounds whatsoever shall be limited to the respective contract price (excluding VAT) per event (where a coherent series of events shall count as one event). If no contract price can be cited, the User's liability shall be limited to the amount that he receives in this regard from his business liability insurer.

6. The limitations of liability referred to in the paragraphs 1 and 2 shall not be applicable insofar as the respective damage is caused by intent, serious misconduct and/or gross negligence or if the User's liability is the result of applicable mandatory product liability law.

7. Except in case of serious misconduct, intent and/or gross negligence of the User, the Counterparty shall indemnify the User against all third party claims, for any reason whatsoever, with regard to compensation of damages, costs or interests connected to the Products and/or ensuing from the use of the Products, unless the damages cannot reasonably be attributed to the Counterparty.

8. In the case of a building contract, the materials shall be at the Counterparty's risk as soon as these are delivered to the unloading place indicated on or near to the construction site. The counterparty shall be liable for all damages that occur to the materials after delivery of the materials (such as damage, theft or misappropriation).

9. The Counterparty must hold adequate insurance against the aforementioned risk. During the construction/installation, the items being built/installed shall be at the Counterparty's risk. The Counterparty shall take out the usual insurance policies for the items being built/installed immediately upon starting the construction/installation, unless agreed otherwise in writing, and shall make the policy conditions available for perusal upon simple request of the User.

XV Services

1. The User guarantees that:

- the Services to be provided by him or on his behalf will be performed professionally;
- the persons employed by the User for the implementation of the Agreement will, for the duration of the Agreement, fulfil and continue to meet any further qualifications that have been agreed upon with regard to training, expertise and experience.

2. The Counterparty will always provide timely access to and availability of all the resources and facilities required by the User at no charge when this is necessary for the agreed services.

3. If it is found that the Services cannot be provided in full or in part as a result of the failure of the Counterparty to meet any obligation to the User, or circumstances otherwise attributable to the Counterparty, the Counterparty will compensate the costs that are incurred by the User in this regard, calculated on the basis of the User's rates that are generally applicable at that time.

4. If the price is determined by subsequent calculation and this is agreed

upon in writing, all hours spent by the User in the performance of the Services, including travel time, plus the costs of materials as well as all other costs reasonably incurred by the User for the performance of the Services will be charged. With subsequent calculation, the User will specify the time and costs in the relevant invoice.

5. If the Counterparty desires additions or changes to the agreed contracted work that must be done by the User on the basis of the Agreement, and the User is of the opinion that this expands or increases the work to be performed, this will constitute additional work that can be charged to the Counterparty separately, taking into account the provisions of the previous paragraph, even if a fixed price was previously agreed on between the parties.

6. If the User is of the opinion that there is additional work, the User will inform the Counterparty of this as quickly as possible and give information about the consequences of this for the price and for the period within which the User should be able to fulfil all his other obligations under the agreement. The Counterparty shall be considered as agreeing to the implementation of the additional work and the associated costs and consequences, unless he has signed a written objection against this within eight days of the aforementioned notification.

7. The User can wait with the implementation of the additional work until the Counterparty gives an order for this in writing. The Counterparty will always provide access to and availability of all the resources and facilities required by the User at no charge and in good time when this is necessary for the agreed work.

XVI Installations

1. All the installations and/or facilities that are necessary for the placement of the items to be installed and/or the correct functioning and/or soundness of the items in the installed state shall be for the account and at the risk of the Counterparty and fall outside the responsibility of the User, except if the implementation of the relevant installations and/or provisions is done by or on behalf of the User according to information and/or produced drawings provided by the User or on the User's behalf.

2. Aside from the exception in the last sentence, the Counterparty shall hold full responsibility toward the User for the correct and timely performance and/or soundness of the aforementioned installations and/or provisions.

3. Without prejudice to the provisions in paragraph 1, if it has been agreed by the parties that the user will provide the assembly/installation of the product to be delivered, the other party shall in any case ensure at its own expense and risk that:

- upon arriving at the site of the assembly/installation, the user's staff can immediately begin and continue to perform their work during normal working hours and furthermore, if the user deems this necessary, outside the normal working hours, provided the user has notified the other party of this in good time;
- suitable accommodations and all facilities for the user's employees that are required pursuant to all government regulations, the agreement and the use are present;
- the access routes to the place of set-up are suitable for the transport required;
- the appointed place of set-up is suitable for storage and assembly/installation;
- the necessary lockable storage places for equipment, tools and other items are present;
- the necessary and usual helpers, auxiliary work equipment, operational materials (including fuels, oils and greases, cleaning and other small items, gas, water, electricity, steam, compressed air, heating, lighting, etc.) and the normal measurement and test instruments for the other party's operations will be available to the user at the correct location on time at no charge;
- all the necessary safety measures and precautions have been taken and are followed and all the measures to satisfy the government

regulations that apply to the assembly/installation have been taken and are followed;

- at the start of and during the assembly/installation, the products sent are present at the correct location;

4. In case of lost time caused by delays due to failure to fulfil the provisions of this article, such extension of the delivery deadline shall be permitted as is reasonable, taking all the circumstances into account.

XVII Other obligations and responsibilities of the Counterparty

1. The Counterparty shall always provide to the User all the information that is needed for the performance of the User's work in good time and shall warrant the correctness and completeness thereof.

2. The Counterparty shall not remove or make invisible any part of brand and/or identification marks.

XVIII Dissolution

1. In case of attachment, application for or (provisional) judicial administration, bankruptcy, closure or liquidation of the Counterparty's company, all Agreements with the Counterparty shall be legally dissolved, unless the User declares within a reasonable time (if applicable at the request of the receiver or the trustee) to desire that the Counterparty fulfils (a part of) the relevant agreements, in which case the User shall be entitled without notification of default:

- to suspend implementation of the relevant Agreements until payment is adequately secured; and/or
- to suspend all its possible obligations with regard to the Counterparty; this will not affect the User's other rights under any agreement with the Counterparty whatsoever, without the User being liable for any compensation of damages.

2. If the Counterparty does not adequately fulfil any obligation that may ensue for him out of any agreement within a set period, the Counterparty will be in default and the User shall be entitled to the following without notification of default or legal intervention:

- to suspend the implementation of this agreement and directly related agreements until the payment is adequately secured; and/or
- to dissolve this agreement and directly related agreements in full or in part; this shall not affect the User's other rights under any agreement with the Counterparty whatsoever, and the User shall not be liable for any compensation of damages.

3. In case of an event as referred to in paragraph 1 or paragraph 2, all respective claims of the User against the Counterparty and these claims pursuant to the respective agreements shall be claimable immediately and the User shall be entitled to take back the Products in question. In that case, the User and his representatives shall be entitled to enter the grounds and buildings of the Counterparty to take possession of the Products. The Counterparty shall be required to take the necessary measures in order to provide the User with the opportunity to exercise his rights.

4. Except in case of a consumer purchase, the application of article 6:278 of the Dutch Civil Code is explicitly excluded if the User dissolves any agreement with the Counterparty or otherwise gives cause for dissolution as referred to in article 6:278 paragraph 2 of the Dutch Civil Code.

XIX Transfer of rights and obligations

1. The User shall be permitted to transfer the rights and obligations described in the agreement with the Counterparty to any third party. In the case that the User's obligations are transferred, the User must inform the Counterparty of this and the Counterparty shall be entitled to dissolve the agreement. The user shall not be liable for any compensation of damages in this regard.

2. The Counterparty shall not be entitled to transfer his rights and/or obligations under an agreement to any third party without the prior written permission of the User.

XX Force majeure

1. In these general conditions, "force majeure" shall be understood to mean any circumstance beyond the user's control, even if this had already been foreseen at the time of concluding the agreement, that temporarily or permanently hinders the fulfilment of the agreement, as well as, insofar as not already included in this, war, threat of war, terrorism, civil war, riot, labour strike, labour lockout, transport difficulties, fire and other serious disruptions to the operations of the user or the user's suppliers.

XXI Exercise of rights of suspension, dissolution and nullification by the User.

1. In the event that performance of the agreement is hindered due to force majeure, the user is entitled to either suspend the realisation of the agreement for up to 6 months or to dissolve the agreement in full or in part without legal intervention, without being liable for any compensation of damages. During the suspension, the user is authorised, and at the end of this suspension is required, to decide for realisation, if possible, or for full or partial dissolution of the agreement.

2. If on the basis of the circumstances that are and should have been known to him at that time, the User reasonably feels that he can exercise a right to suspend, dissolve and/or nullify an agreement, the User shall not be liable for payment of the statutory interest in the case that it is determined later that he has not exercised these rights legally.

XXII Applicable law, information requirement and competent court

1. These Conditions, as well as the Agreement and the Offer, are subject to Dutch law. With regard to the agreements as referred to in article 6:247 paragraph 2 of the Dutch Civil Code, it is however expressly stipulated that section 3, title 5 of book 6 of the Dutch Civil Code is not applicable.

2. If these conditions are applicable in an international relationship with the Counterparty, the Counterparty will always inform the User immediately about all stipulations in these conditions that are not enforceable in the Counterparty's country. Subject to the prior approval of the User, the User will bear the reasonable costs of any investigation required for this. The Counterparty shall, insofar as he remains in default with the provisions of the first sentence of this paragraph, not appeal to the possible non-enforceability of such provisions either judicially or extra-judicially, and indemnify the User for any damages that may result, unless the User has refused to pay the aforementioned reasonable costs.

3. Insofar as not stipulated otherwise by mandatory national and international legal rules, all disputes between the parties will, at the discretion of the party filing the summons or complaint, be presented to the competent court in Breda or the court otherwise competent on the basis of national and international legal rules.

4. The Agreement or the Offer are exempt from the following:

- the Convention relating to a Uniform Law on the Formation of Contracts for the International Sale of Goods, 01.07.1964;
- the Convention relating to a Uniform Law on the International Sale of Goods, 01.07.1964;
- all on the basis of the (uniform) legislation established in any country on the basis of these conventions; and
- the Conference on Contracts for the International Sale of Goods 1980 (CISG).