

General terms and conditions of:

Tyro Products B.V.
Bedrijvenpark Twente 299
7602 KK Almelo
The Netherlands

Chamber of Commerce registration no.: 08126497

Article 1 Definitions

- 1.1. **We/Us:**
Tyro Products B.V., as stated above, is the user of these general terms and conditions and below will be indicated by: "we" or "us".
- 1.2. **Other party:**
"Other party" means the buyer or client as well as their representative(s), agent(s) or legal successor(s).
- 1.3. **Objects:**
"Objects" means all the mechanical and electronic parts that together form an item. These "objects" mean both the items to be delivered from stock and those items that are built to order (customised), unless a provision specifically states that that provision concerns only the latter.
- 1.4. **Materials:**
"Materials" means all the materials, parts, semi-finished products, etc. to be used by us and/or (to be) provided by the other party for the execution of the order.
- 1.5. **Written:**
"Written" means by letter, e-mail, fax or any other method of communication that with an eye to the state of technology and the views prevalent in society can be equated with this.
- 1.6. **Documents:**
"Documents" means the recommendations, calculations, drawings, reports, designs, etc. to be produced or provided by us and/or the other party. These documents, including digital files, may be written or recorded on other information carriers, such as CD-ROMs, DVDs, USB sticks, etc.
- 1.7. **Information:**
"Information" means both the documents and other (verbal) data that are (to be) provided by us and/or the other party.
- 1.8. **Transport and delivery:**
The definitions with regard to transport and delivery as applied in this agreement and in these general terms and conditions are the same as those described in the latest version of the Inco terms.
- 1.9. **Normal working hours:**
For us, "normal working hours" means Monday to Friday (with the exception of recognised public holidays) from 08:30 to 17:00.

Article 2 Applicability

- 2.1. These general terms and conditions apply to all our offers/quotes and all our sales agreements as well as to our agreements for orders for the development/production of objects and/or carrying out work and any ensuing or related agreements and legal acts.
- 2.2. Deviations from and supplements to these general terms and conditions are only binding if agreed upon in writing.
- 2.3. Any general terms and conditions or other conditions applied by the other party are explicitly rejected by us.
- 2.4. If one or more provisions of these general terms and conditions are or become null and void, the other provisions of these general terms and conditions, as well as the agreements entered into between us and the other party to which these terms and conditions apply, shall remain in full force.
- 2.5. In case of a discrepancy or conflict between the original general terms and conditions in Dutch and a translated version, the Dutch text shall prevail.
- 2.6. These general terms and conditions also apply to any repeat or part orders, subsequent or follow-up orders ensuing from the agreement.
- 2.7. If we have sent these general terms and conditions to the other party several times already, this is evidence of a lasting commercial relationship. We do not have to keep sending the general terms and conditions each time in the future for them to apply to subsequent agreements.

Article 3 Offers, quotes

- 3.1. All our offers and quotes remain valid for the period named in them. An offer or quote which does not name a period of validity is without obligation. In case of an offer or quote without obligation we have the right to revoke the offer or quote within a maximum of 2 working days of receipt of its acceptance.
- 3.2. A combined offer or quote does not oblige us to deliver part of the performance agreed on at a corresponding part of the price or tariff.
- 3.3. All offers and quotes are based on the information known to us and for our normal working hours unless the contrary is explicitly stipulated. If the offer or quote is based on information provided by the other party and this information turns out to be incorrect or incomplete or subsequently changes, we have the right to change the prices, tariffs and/or terms of delivery indicated.
- 3.4. The offers, quotes, prices and/or tariffs do not automatically apply for subsequent orders or follow-up orders.

- 3.5. If the other party does not accept an offer or a quote, it shall at our first request return all the documents provided with the offer or quote to us.

Article 4 Conclusion of the agreement

- 4.1. If our offer is without obligation, the agreement is concluded when we receive written acceptance of the offer from the other party or when we – without any objection from the other party – start to execute the order.
- 4.2. If our offer is subject to a period of validity, the agreement is concluded when we receive written acceptance of the offer from the other party within that period.
- 4.3. If the other party's acceptance deviates from our offer, it is deemed a new offer by the other party and a rejection of our entire offer, even if the difference only relates to minor points. The agreement will not be concluded until we accept this new offer in writing.
- 4.4. Any accepted orders, (additional) agreements, changes and/or promises made orally or in writing by our employees, our representatives, our salesmen or other intermediaries dating from after the agreement are not binding unless the other party sends us written confirmation of them.

Article 5 Price

- 5.1. The prices quoted by us are net prices excluding VAT and other government taxes/third-party costs levied on the sale, delivery and/or execution of the agreement, excluding delivery costs, service costs, the costs of instructing and training users, the costs of loading and unloading, shipping/transporting or storing materials made available by the other party and excluding the costs of materials that are not part of our normal equipment. These prices are based on delivery ex. our warehouse/company, unless agreed to the contrary in writing.
- 5.2. The prices quoted by us are in Euros or in another currency if thus agreed in writing; any exchange rate differences are for the risk of the other party, unless agreed to the contrary in writing.
- 5.3. The prices quoted by us are based on the exchange rates, purchasing prices, wages, wage costs, social and government levies, freightage, insurance premiums and other costs applicable at the time of the quote/offer or when the agreement was concluded as well as on the execution of the agreement in normal conditions and within our normal working hours. We reserve the right to charge the other party a proportional price increase if, after concluding the agreement, an increase occurs in one or more of the aforementioned price-determining factors. In addition, we are entitled to charge a supplement to the prices/ tariffs agreed upon in case of a rush order or if the execution of the agreement has to occur outside our normal working hours at the request of the other party.
- 5.4. If circumstances occur that give rise to costs for us and can be attributed to the other party, the other party is obliged to reimburse us for these costs.

Article 6 Obligations of the other party

- 6.1. The other party shall ensure that:
- it places all the information required for the execution of the agreement at our disposal on time and in the way we requested;
 - any information carriers, files, etc. that the other party provides us with are free of viruses and defects;
 - it places all the materials we have agreed upon that the other party shall provide at our disposal, on time and in good condition;
 - if (part of) the assignment is to be executed at the other party's location, we are given access to that location on the dates agreed upon and this location complies with the applicable (safety) requirements;
 - at said location we have the connections for electricity (high-voltage current), gas and water we desire. Any working hours lost as a result of the loss of water, gas or power shall be at the expense of the other party;
 - at the location where (part of) the assignment is to be executed, the other facilities we reasonably request are present without this entailing any costs for us.
- 6.2. The other party shall ensure that the information provided is correct and complete and indemnifies us against any third-party claims that ensue from that information not being correct and/or complete.
- 6.3. If the other party does not fulfil said obligations or does not do so on time, we are entitled to suspend the execution of the agreement until the other party does fulfil its obligations. The costs relating to the delay incurred or any working hours lost, the cost of carrying out additional work and the other consequences ensuing from this shall be for the expense and risk of the other party.
- 6.4. If the other party does not fulfil its obligations and we fail to demand fulfilment by the other party, this does not affect our right to subsequently demand fulfilment at a later date.

Article 7 Delivery, term of delivery, execution of the agreement

- 7.1. Any delivery times and dates stipulated are never fatal, unless agreed to the contrary in writing. If we do not deliver the performance agreed upon or fail to do so on time, the other party shall first send us written notice of default and give us a reasonable period in which to deliver the performance.
- 7.2. If the start, progress or delivery of (the) performance agreed upon of objects is delayed because:
- we did not receive all the necessary information and/or materials from the other party;
 - we did not receive any (advance) payment agreed upon from the other party on time;
 - there are other circumstances that are for the account and risk of the other party;
- we are entitled to a reasonable extension of the delivery terms and to reimbursement of the accompanying costs and damages, such as any waiting time.

- 7.3. The delivery times and/or delivery dates indicated are based on the working conditions that apply when the agreement is concluded, on the information known to us and on the timely delivery of the materials we ordered or the materials provided by the other party for the execution of the agreement.
- 7.4. We are authorised to call in third parties for the correct execution of the agreement, the costs of which shall be charged to the other party in accordance with the quote provided. If possible, we shall inform the other party of this in advance.
- 7.5. We are entitled to deliver/execute the work in parts, whereby each part delivery or performance may be invoiced separately. If possible we will indicate the delivery times for each part delivery/performance. If the order is executed in parts, we are furthermore entitled to suspend the execution of the parts that belong to a subsequent phase, until the other party has approved the results of the previous phase. The ensuing costs and damages are for the account of the other party.
- 7.6. Unless agreed to the contrary in writing, delivery shall occur ex our warehouse/company and at the times indicated by us. If possible, we shall indicate these delivery times in time and in consultation with the other party. The other party is obliged to take receipt of the product delivered at the time indicated, if not all the ensuing costs (including warehouse, freight and storage costs) in accordance with the tariff that applies for us or locally shall be for the account of the other party.
- 7.7. The method of transport/shipment and that of packaging the objects shall be determined by us.
- 7.8. If the other party desires to make changes to the order agreed upon and/or wants other deliveries, we will inform the other party of the consequences of these changes for the prices, tariffs and delivery terms agreed upon.
- 7.9. If it appears during the execution of the agreement that as a result of unforeseen circumstances the order cannot be executed in the way agreed upon or those circumstances (threaten to) impede the proper execution of the agreement, the necessary measures will be taken in mutual consultation to enable the unimpeded progress of the execution. We will inform the other party of any consequences of these measures for the prices, tariffs and delivery terms agreed upon. If the execution of the agreement has become impossible, we in any case have the right to full reimbursement of the work and deliveries already carried out by us.
- 7.10. If important circumstances, including situations of force majeure, force us to deliver objects that differ from what was agreed upon, we are entitled to do so as long as the changes in question do not entail a change for the worse.
- 7.11. Additional work must be agreed upon by parties in writing. Additional work means all extra work and deliveries required at the request of the other party or necessary as a result of the work. What is more, we are entitled to charge the costs accompanying this separately to the other party, unless the additional costs are due to circumstances that were known to us or should have reasonably known when entering into the agreement. In the latter case, a maximum of 20% of the additional costs shall be for our account.
- 7.12. If we have agreed that we will present prototypes (samples) of the objects to be produced for the assignment to the other party for approval, the other party will always thoroughly check these prototypes and inform us of their reaction as soon as possible. We may ask the other party to sign written acceptance of the final version of a prototype.
- 7.13. If we have to make changes to prototypes that have already been approved, this is deemed additional work and we are entitled to charge the other party for all the costs ensuing from this.

Article 8 Delivery and acceptance

- 8.1. For customised objects/work to be executed by us, we will inform the other party when the assignment has been rounded off and the objects to be delivered or those on which work has been carried out are ready to use (again).
- 8.2. The objects/work is deemed to have been delivered in accordance with the agreement if the objects produced or the objects on which work has been carried out have been placed at the other party's disposal (again), the other party has checked the functioning of these objects and/or the specifications, properties, qualities, etc. agreed upon for them and the delivery slip or work slip has been signed by the other party for acceptance.
- 8.3. The objects/work are also deemed to have been delivered in accordance with the agreement if the other party has not submitted a claim within a period of two weeks after the objects have been placed at other party's disposal as stated, or earlier if the other party has - where possible - already taken the objects delivered/the objects on which work was carried out into use before that day.
- 8.4. Any work not yet carried out or not yet completed by third parties called in by or on behalf of the other party which affect the proper use of the objects, do not affect said delivery.
- 8.5. If the other party wants to have changes made to the objects after delivery, this shall be deemed additional work. We are then entitled to charge the other party separately for the ensuing costs and/or the time spent on this.
- 8.6. If, after the delivery meant in this article, the other party finds any shortcomings, defects, etc. with regard to the objects, the provisions of the claims article of these general terms and conditions shall apply.

Article 9 Claims

- 9.1. The other party must immediately inspect the objects delivered on receipt and state any visible shortcomings, defects, damage, differences with the numbers agreed on and/or other non-conformities on the delivery note or accompanying slip. If there is no delivery note or accompanying slip, the other party must report the shortcomings, defects, etc. to us

within two working days of receipt of the objects, followed by written confirmation of this. If no such report is received, the objects shall be deemed to have been received in good order and to be in agreement with the agreement.

- 9.2. Any other claims with regard to the objects delivered must be reported to us in writing immediately on being discovered - but no later than the end of the warranty period agreed upon. Any consequences of not reporting them immediately shall be for the risk of the other party. If no explicit warranty period is agreed upon, a warranty period of 12 months starting from the delivery shall apply.
- 9.3. Any claims with regard to the work carried out shall also be made to us immediately on discovery but no later than 2 months after delivery, followed by written confirmation. If no such claim is made, the work is deemed to have been carried out in accordance with the agreement.
- 9.4. If a claim is not reported to us within the periods stipulated in the previous paragraphs, any warranty agreed upon cannot be appealed to. Any consequences of not immediately reporting are furthermore for the risk of the other party.
- 9.5. Claims do not suspend the other party's obligation to pay.
- 9.6. The other party must enable us to investigate the complaints and shall provide us with all the information relevant for this. If the object must be returned in order to investigate the complaints or if it is necessary that we investigate the complaints on location, this shall be for the account of the other party, unless the claim turns out to be founded. The transport risk is always for the account of the other party. In any case, return shipments shall occur after our written permission in the way to be determined by us.
- 9.7. Small differences or those that are customary in the branch with regard to quality, number, size or finish as well as differences in the execution of the work cannot form grounds for a claim.
- 9.8. If we replace (parts of) an object, we shall become the owner of the replaced part or replaced object.
- 9.9. No claims are possible for objects that after receipt by the other party have had their nature and/or composition changed or have been processed or incorporated in full or in part.

Article 10 Warranty

- 10.1. We shall ensure that the deliveries and work agreed upon shall be executed properly and in accordance with the standards customary in our branch and for a period of 12 months after delivery shall guarantee that the product/work delivered is in accordance with the agreement unless it was agreed to the contrary.
- 10.2. The warranty named in the previous paragraph does not apply if defects occur in the product/work delivered that are the result of normal wear and tear, incorrect operation or improper use, abuse, use that conflicts with the instructions we provide, carelessness, accidents, not complying with maintenance instructions and/or normal maintenance care or if the product has been repaired or changed without prior written permission from us or if it has been used for a purpose other than the normal ones.
- 10.3. No warranty claim is possible as long as the other party has not paid the price agreed upon for the objects and/or the work.
- 10.4. If the other party invokes the warranty, it must give us the opportunity to have an expert to be appointed by us investigate, if not the right to warranty becomes null and void. The expert's opinion shall be binding for both parties. The costs of said appraisal shall be borne by the other party if the warranty claim it submits turns out to be unfounded. If the warranty claim is founded, the costs of the appraisal shall be for our account.
- 10.5. In case of a founded warranty claim, we shall - at our discretion - either repair or replace the objects free of charge, carry out the work agreed upon correctly or offer a refund of or discount on the price or remuneration agreed upon. If there is additional damage, the provisions of the liability article of these general terms and conditions shall apply.

Article 11 Liability

- 11.1. We do not accept any liability except for the guarantees explicitly agreed upon.
- 11.2. Without prejudice to the provisions of the previous paragraph, we are only liable for immediate damage. Any liability for trading loss, loss of profits or other consequential damage is explicitly ruled out. Said immediate damage means only:
 - a. the reasonable costs that the other party would have to incur to have the performance comply with the agreement. However this damage is not reimbursed if the other party has dissolved the agreement;
 - b. the costs that the other party has incurred for keeping its old system(s) or related facilities operational from sheer necessity because we did not deliver on a fatal delivery date agreed upon with the other party, minus any savings that are the result of the delayed delivery;
 - c. reasonable costs made to determine the cause and scope of the damage, in as far as the observation relates to immediate damage in the sense of these general terms and conditions;
 - d. reasonable costs made to prevent or limit damage, in as far as the other party shows that these costs have led to limiting the immediate damage in the sense of these general terms and conditions.
- 11.3. The other party must take every measure necessary to prevent or limit the damage.
- 11.4. If we are liable for the damage suffered by the other party, our obligation to compensate the damage is always limited to the maximum sum that is paid out by our insurance company in that case. If our insurance company does not pay or the damage is not covered by our insurance policy, our obligation to compensate the damage is limited to a maximum of the sum invoiced for the objects delivered/work carried out.

- 11.5. The other party must take legal action no later than 6 months after it has become aware of or could have become aware of the damage incurred by him.
- 11.6. If we have to deliver the customised objects agreed upon and/or the work agreed upon on the basis of documents provided by or on behalf of the other party, we are not responsible for the content, correctness or completeness of those documents.
- 11.7. If the other party makes materials available for processing, we are responsible for correctly processing them, but not for the soundness of those materials nor for the impact that they have on the final result.
- 11.8. The limitations of liability in this article do not apply if the damage is due to intent and/or conscious recklessness on our part, if the damage is due to intent and/or conscious recklessness on the part of our managers at executive level or if mandatory provisions of law oppose this. Only in these cases shall we indemnify the other party against any third-party claims that may ensue. In all other cases, the other party shall indemnify us against damage that is suffered by a third party as a result of the use of the objects that were delivered by us to the other party.

Article 12 Payment

- 12.1. We are always entitled to demand (partial) advance payment or any other security for payment from the other party. If the other party does not meet our request to provide security, we are entitled to dissolve the agreement or to suspend our obligations vis-à-vis the other party. We also have this right to suspend if we have good reason to fear that the other party will not fulfil their payment obligations. This applies unless mandatory provisions of law oppose this.
- 12.2. Unless agreed to the contrary, payment by the other party shall occur within thirty days of the invoice date. This period is a fatal deadline; on expiry of the deadline the other party will be in default. An invoice is deemed to be correct if the other party has not claimed the contrary within this term of payment.
- 12.3. If an invoice has not been paid in full on expiry of the period stipulated in the previous paragraph, the other party shall from the first day on which this period has expired owe us contractual interest due to late payment at a rate of 1.5 % per month, whereby each month commenced shall count as a full month.
- 12.4. If after our reminder payment is still not made, we also have the right to charge the other party extrajudicial collection costs. The extrajudicial collection costs are hereby set at 15% of the invoiced sum with a minimum of € 150.
- 12.5. If the other party does not fulfil its payment obligations or does not do so in full, we can furthermore exercise a lien on all the other party's objects and funds that we have in our possession within the framework of the execution of the agreement. This lien applies when we have demanded that the other party pay within a period of at least seven days. What is more, we can sell said objects and deliver them to a third party and deduct the proceeds from the outstanding invoices. The other party cannot then invoke any right to delivery any more.
- 12.6. Any payments made by the other party shall first cover any interest and costs owed and subsequently pay the claims from the agreement that have been payable the longest, even if the other party informs us that the payment relates to another claim.
- 12.7. The other party is not entitled to refuse and/or suspend its payment obligations on the grounds of alleged shortcomings in the performance delivered or for any reason whatsoever.
- 12.8. The other party may not offset our claims against any counterclaims that it has or feels it has. This also applies if the other party applies for a (provisional) moratorium or is declared bankrupt. In case of the liquidation, insolvency, application for bankruptcy or a moratorium of the other party, our claims on the other party – for any reason whatsoever – shall immediately become payable.

Article 13 Dissolution

- 13.1. If the other party does not fulfil its payment obligations to us or fails to do so on time or properly or in the case of the (application for a) moratorium, bankruptcy, receivership or liquidation of the other party's company, we are entitled to dissolve the agreement or part thereof simply by means of a written statement without judicial intervention and without notice of default.
- 13.2. As a result of the dissolution, any mutual claims shall immediately become payable. The other party is liable for the damage we incur, including amongst other things interest, loss of profit and transport costs.
- 13.3. If the provision of the first paragraph occurs and the other party enjoys a benefit that it would not have had if the agreement had been properly fulfilled, we are entitled to compensation of our damages consisting of the sum of this benefit.

Article 14 Retention of title

- 14.1. Any objects delivered by us shall remain our property until the other party has fulfilled all its payment obligations to us. These payment obligations consist of paying the price/remuneration agreed upon increased by any claims due to shortcomings in fulfilling the agreement, such as demands to pay damages, extrajudicial collection costs, interest due to late payment and any fines.
- 14.2. The other party is not permitted to dispose of the objects delivered that are subject to retention of title or to pledge or grant any third party any other right to them, except within the framework of normal company operations or after written permission from us.

- 14.3. The other party is obliged to keep the objects delivered subject to the retention of title with the necessary care and as our recognisable property and to insure them and keep them insured against fire, damage from explosions and water, as well as against theft and - at our request - provide us with the insurance policy/policies for inspection.
- 14.4. In addition, at our simple request, the other party is obliged to:
- a. pledge any claims by the other party on insurance companies with regard to objects delivered that are subject to retention of title in the way stipulated in article 3:239 Netherlands Civil Code;
 - b. in other ways grant cooperation for reasonable measures that we wish to take to protect our title to the objects which shall not unreasonably hinder the other party in its normal company operations.
- 14.5. If the other party defaults in the fulfilment of its payment obligations to us or we have good reason to fear that it will fail in its obligations, we are entitled to take back objects delivered subject to retention of title. The other party is obliged to grant all cooperation for this, whereby the other party's failure to do so shall lead to an immediately payable fine of 10% of the sum it owes.
- 14.6. The retention of title shall not become null and void if the other party's payment obligations are fulfilled by a third party, unless we have agreed to this in writing.
- 14.7. We are not obliged to indemnify the other party against liability as the holder of objects delivered subject to retention of title.
- 14.8. The other party indemnifies us against third-party claims ensuring from or relating to the retention of title implemented.

Article 15 Force majeure

- 15.1. If force majeure delays or impedes the execution of the agreement, both we and the other party are entitled to dissolve the agreement in writing, without the non-dissolving party being entitled to any compensation, except if as a result of that dissolution we would enjoy a benefit that we would not have had if the agreement had been properly fulfilled.
- 15.2. In this context, force majeure means any circumstance that occurs beyond our control which impedes the normal execution of the agreement. Circumstances of force majeure on our part include loss or damage of the objects during or as a result of transport, delay in the delivery during and as a result of transport, interruption of operations due to extreme absence through illness and unofficial strikes by the staff, fire, burglary, sabotage, (long-lasting) failure of the electricity, Internet or telephone connections, national disasters, etc. as well as customs action /measures, including the (temporary) closure of certain geographic areas.
- 15.3. If the situation of force majeure commences when the agreement has already been partly executed by us, the other party must in any case fulfil its obligations to us until that time.

Article 16 Intellectual property rights

- 16.1. We/our licensors are and remain the proprietor of all the intellectual property rights that are on, ensue from and are related and/or belong to the objects, documents, software, etc. delivered or produced by us within the framework of the agreement, unless agreed to the contrary in writing. Both during and after the end of the execution of this agreement, exercising these rights is explicitly reserved for us /our licensors.
- 16.2. This amongst other things means that:
- a. the other party may not use the documents delivered or drawn up by us outside the context of the agreement, it may not provide third parties with these documents, it may not allow third parties to inspect them and it may not copy these documents without our prior, written permission;
 - b. the other party may not imitate, change, reproduce, etc. the objects, software or parts thereof delivered or produced by us/ our licensors without prior, written permission from us/our licensors.
- 16.3. The other party guarantees that the documents and files it provides us with do not violate the copyright or any other intellectual property right of third parties. The other party is liable for any damage that we suffer as a result of such violations and indemnifies us against any claims from such third parties.
- 16.4. This article shall remain in effect even after dissolution or any other means of termination of the agreement.

Article 17 Confidentiality

- 17.1. Any confidential information will be handled confidentially by the other party and by us and shall not be revealed to a third party without prior written permission from the disclosing party. Within this context, "confidential information" means all the data, information, plans, specifications, drawings, documents and knowledge that within the framework of concluding this agreement or its execution is made known to the receiving party. In addition, confidential information also means all the data and information from third parties that the receiving party has received and/or learned of within the framework of the agreement.
- 17.2. Confidential information may only be revealed by the receiving party to its employees for whom it is reasonably speaking necessary to have knowledge of the confidential information. Those employees will be bound to the same confidentiality obligations by the disclosing party as the ones ensuing from this article 17.
- 17.3. The other party and we shall not use the confidential information for a purpose other than the one for which it was provided by the disclosing party and shall not use it in any way other than the one indicated by the disclosing party.
- 17.4. This article does not apply if the confidential information:
- a. was already in the possession of the receiving party before it received the confidential information from the disclosing party;

- b. becomes public knowledge on the disclosure date or thereafter by means other than the party who received the confidential information revealing it;
- c. is obtained from a third party by the disclosing party, without the disclosing party having any impact on it;
- d. must be revealed due to a judicial judgement or a legal obligation.

17.5. This article shall remain in effect even after the agreement is terminated.

17.6. If one or more stipulations in this article are violated, the violating party shall owe a fine that is immediately payable of € 10,000 per violation and per day that a violation continues. This fine shall not affect any right to additional compensation in accordance with the legal provisions.

Article 18 Disputes and applicable law

18.1. Netherlands law governs all the agreements to which these terms and conditions apply in full or in part.

18.2. The provisions of the Vienna Convention (CISG) do not apply, nor does any future international regulation for the sale of moveable objects, whose application can be ruled out by parties.

18.3. Any disputes shall be brought before the court of Overijssel by us, even though we reserve the right to bring a dispute before the competent court in the place where the other party is based.

18.4. If the other party is based outside the Netherlands, we are entitled to bring the dispute before the competent court in the country or state where the other party is based. If the other party is based outside the EU, the dispute shall be settled by arbitration by three arbiters in accordance with the regulations of the ICC (International Chamber of Commerce). The judgement of the arbitration shall be binding for us and the other party. The arbitration proceedings shall be conducted in English. The arbitration shall be conducted in Almelo.

18.5. In case of a(n urgent) dispute we are entitled to have one or more experts carry out an appraisal at the other party's company. The parties shall each bear half the costs of this appraisal.